

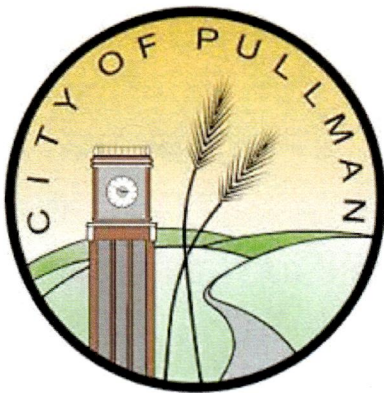
# Collective Bargaining Agreement

Between

City of Pullman, Washington

and

International Association of Firefighters  
LOCAL 1892



2024 - 2026

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## PREAMBLE

This Agreement is entered into between the City of Pullman, Washington, hereinafter referred to as the Employer, and Local 1892, International Association of Fire Fighters, hereinafter referred to as the Association. It is the purpose of this Agreement to achieve and maintain a high level of performance in the operations of the Fire Services, together with promoting harmonious relations between the Employer and the Association, and to provide for the rights, well-being, and security of the Fire Service's permanent employees.

## ARTICLE 1- RECOGNITION

The City of Pullman recognizes the Association as the exclusive bargaining unit for the purposes of establishing salaries, wages, hours, and working conditions of employment for all full-time members of the department except the position of Chief, Assistant Fire Chief – Operations, Assistant Fire Chief – Support Services, Administrative Secretary, and any future positions deemed confidential.

## ARTICLE 2 - ASSOCIATION SECURITY

- 2.1 Membership. Membership or non-membership in the Association shall be the individual choice of employees covered by this Agreement.
- 2.2 New Employees. A newly hired employee shall determine within thirty (30) days whether he or she wishes to (1) join the Association and pay Association dues and fees or (2) decline to join the Association. The Association will be provided the opportunity to meet with all new employees within thirty (30) days of hire to explain the benefits of Association membership. It is understood that some new hires depart for the academy in under 48 hours from time of hire. It will be up to the Association to arrange a time for the meeting should the hire leave for the academy prior to thirty (30) days.

## ARTICLE 3 - PAYROLL DEDUCTION

Upon receipt of a written, signed authorization, the Employer will deduct, in the manner provided by law, Association dues and assessments from wages of employees working under this Agreement. The amount so deducted shall be delivered or mailed to the Association or its designee by the 13<sup>th</sup> and 28<sup>th</sup> of each month. Dues deduction will be consistent with Article 2 – Association Security.

The Association agrees to defend, indemnify, and hold the Employer harmless with respect to claims and for all legal costs against the Employer as a result of compliance with the provisions of this article.

#### ARTICLE 4 - PRODUCTIVITY

- 4.1 It is mutually agreed that the Employer and the Association shall work together to provide the public with efficient and courteous service, to encourage good attendance of employees, and to promote a climate of labor relations that will aid in maintaining and improving upon the high level of efficiency in the Pullman Fire Department.
- 4.2 To streamline electronic communications, transmissions to E-board members from Management will be sent to both personal and work e-mail addresses if available.

#### ARTICLE 5 - DISCRIMINATION

- 5.1 The Employer agrees not to discriminate against any employee for his legal activity in behalf of, or membership in, the Association. Any employee who performs services under the instructions of the Association, or who serves on an Association committee shall not lose his position or be discriminated against solely for this reason.
- 5.2 The Employer and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, age, sex, or national origin and shall adhere to Affirmative Action concepts. While grievances related to this provision may be filed and processed to their conclusion as provided in the grievance procedure, should an employee also seek relief through the state Human Rights Commission, EEOC, or another source of administrative relief, then any grievance settlement or arbitration award shall be mitigated in kind or quality of relief obtained through the outside source of relief. If the state Human Rights Commission, EEOC, or another source of administrative relief dismisses the claim, the contract grievance process shall not be altered by the dismissal.
- 5.3 When the male gender is used in this Agreement, it shall denote either gender.

#### ARTICLE 6 - ASSOCIATION BUSINESS

The necessary time, during working hours, to discharge Association-related duties shall be granted, but the employee shall receive no pay for the time of his absence in the performance thereof, with the exception that time required for discussions and negotiations with the city shall be allowed on-duty as long as an appropriate staffing level is left on duty to respond to emergencies. Notice of intent to be absent for such purpose shall be given the Employer in sufficient time to enable him to secure someone to perform the employee's duties. Such time off will be granted, provided (1) the Employer is able to properly staff the Department during the time-off period, and (2) the wage cost to the Employer is not greater than the cost that would have been incurred had the Association official not taken time off.

## ARTICLE 7 - MANAGEMENT RIGHTS

All powers, authorities, functions, and rights not specifically and expressly restricted by this agreement are retained by the Employer and shall continue to be subject to exclusive management control. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Employer shall include the following:

1. The determination of Fire Department policy, including the right to manage the affairs of the Fire Department.
2. The right to assign shifts and work locations.
3. The right to direct members of the Fire Department, including the right to hire, promote, transfer, and discipline, or discharge employees.
4. The right to determine property-protection standards.
5. The allocation and assignment of work to employees within the Fire Department subject to bargaining any changes in working conditions of bargaining unit members.
6. The determination of policy affecting selection or training of Fire personnel.
7. The scheduling of operations.
8. The establishment, modification, and enforcement of Fire Department rules, regulations, and orders subject to bargaining as may be required on mandatory issues.
9. The introduction of new, improved, or different methods and techniques of operation of the Fire Department or of changes in existing methods and techniques.
10. The right to determine the need for additional educational courses, training programs, on-the-job training, or class training.
11. The determination of the number of ranks and the number of employees within each rank.
12. The determination of the amount of supervision necessary.

## ARTICLE 8 - NON-WAIVER

Nothing contained in this Agreement shall be construed as a waiver of the Association's right to bargain changes in mandatory subjects as defined by Chapter 41.56 RCW.

## ARTICLE 9 - WAGES

- 9.1 The salary schedule is set out and attached as Appendix A.  
Effective January 1, 2024, an across the board increase of six percent (6%).

Effective January 1, 2025 - an across the board increase equal to the US All Cities CPI-W August-August index with a minimum of two and one half (2.5%) and a maximum of four and one half (4.5%)

Effective January 1, 2026 - an across the board increase equal to the US All Cities CPI-W August-August index with a minimum of two and one half (2.5%) and a maximum of four and one half (4.5%)

9.2 Medical Services Coordinator will receive a premium pay of \$150.00 per regular pay period for a total of \$300.00 per month.

9.3 Firefighter/Paramedics receive premium pay of 11% of their salary step.

Lieutenant/Paramedics, and Captain/Paramedics receive premium pay of 9.5% of their salary step unless acting as a Paramedic on shift as part of the daily staffing minimum - will receive the 11% for those acting hours based on minimum requirements from article 11.2.

9.4 Education Incentive: Effective January 1, 2019 and upon submittal an official transcript or copy of a diploma, the City shall pay educational incentives as follows:

- |                     |                          |
|---------------------|--------------------------|
| • Associates Degree | 2% of base pay per month |
| • Bachelor's Degree | 4% of base pay per month |

Employees are only eligible for one education incentive.

9.5 Should a member advance within a classification or receive a promotion effective from the 1<sup>st</sup> to the 15<sup>th</sup> of the month, they will receive the new wage for the entire month. When the member advances within a classification or receives a promotion effective from the 16<sup>th</sup> to the 31<sup>st</sup> day of the month, the member shall receive the new wage on the 1<sup>st</sup> day of the following month.

9.6 Longevity Pay: Effective January 1, 2024 - In addition to their base salary all employees shall receive longevity pay based on their years of continuous service with the Pullman Fire Department following the last date of hire. Longevity pay shall be based on the employee's base salary not including other incentive pays, in accordance with the following schedule for a cumulative maximum of 3% at the completion of 15 years of service.

| Years of Continuous Service | Longevity Incentive |
|-----------------------------|---------------------|
| 10 + years                  | 1.5%                |
| 15 + years                  | 1.5%                |

## ARTICLE 10 - PAYDAYS

Payday shall be the tenth (10<sup>th</sup>) and twenty-fifth (25<sup>th</sup>) day of the month. If the 10<sup>th</sup> or 25<sup>th</sup> of the month falls on a weekend or holiday, the payday shall be the day prior.

## ARTICLE 11 - REGULAR SHIFT

- 11.1 The work schedule will be a 47.5-hour workweek, four-platoon system, operating on a 28-day (7k) cycle. The department will operate on a 24 on/48 off/24 on/96 off schedule.
- (A) The result of the schedule shifts and debit days will be an average of 47.5 hours per week based on the 13 FLSA cycles per year.
  - (B) Shift members will be assigned 12-debit days per calendar year.
- 11.2 Minimum staffing shall be a system mandatory minimum of 8; additionally, stations shall be staffed as follows:
- (A) Station 1 (per shift): mandatory minimum of 4 career personnel.
  - (B) Station 2 (per shift): mandatory minimum of 4 career personnel.
  - (D) City agrees to guarantee daily staffing minimum of 1 paramedic per station. Shift Captain assignment will not count toward the paramedic minimum.
- 11.3 The employer shall ensure that when an employee is transferred from one shift to another, the employee shall work the same number of shifts are originally assigned in an identifiable cycle.
- 11.4 Moves between stations shall be in time increments of no less than eight (8) hours and limited to one round trip move during a consecutive 24-hour period.
- 11.5 Members required to move between stations due to operational needs shall be compensated one (1) hour of overtime pay.
- 11.6 Debit Day Selection:
- (A) Members will be assigned no more than 1 Debit Day for each 28-day FLSA period covered by the contract. The members will select after vacations **and float shifts** have been scheduled in the 28-day period.
  - (B) At 5 weeks from the start of the FLSA period, management will provide Local 1892 with a calendar showing debit day openings and indicated staff-up days.
  - (C) Selection of Float and Debit days will be completed by Local 1892.
  - (D) Float and Debit day selection will be completed by 3 weeks from the start of the FLSA period. If Float or Debit days selection has not been completed 3 weeks prior to the start of the 28-day period, management will assign the remaining unscheduled debit days.
  - (E) Local 1892 agrees to conduct the debit day selection process in the following manner:
    - (a) Debit days will be selected by seniority.



- (b) Members will have up to 5 consecutive hours to select their preferred debit day from time of notification. Once selection is made, or at the end of 5 hours, the next person on the list will be notified.
- (c) Software with time stamped user log will be used as the primary method of notifying members to select a debit day.
- (d) If the number of debit spots within a member's rank/skill is less than the remaining number of members with similar rank/skill, they may fill other appropriate spots.

11.7 The Fire Chief or designee can designate days that will require additional staffing to meet operational needs. These days shall be marked Staff Up in Crew Scheduling software.

#### 11.8 Prevention Division Workweek:

- (A) Prevention staff shall be scheduled to work ten (10) hour workdays.
- (B) Schedule must be staggered to ensure prevention office has coverage five (5) days a week.
- (C) Monday through Thursday 0700-1800 with a one-hour unpaid lunch.
- (D) Tuesday through Friday 0700-1800 with a one-hour unpaid lunch.
- (E) With approval of Fire Chief or Designee, Prevention office can opt for a thirty (30) minute unpaid lunch and end their working day at 1730.
- (F) Anytime Fire Marshal office employees work over ten (10) hours and any work on a weekend (defined as Friday, Saturday or Sunday and Saturday, Sunday, or Monday) shall be paid in overtime or accrued as compensatory time as per Department Policy.
- (G) No trading of a normal work day off in order to work part of the weekend is allowed.
- (H) The current practice of using accrued compensatory time to be used at a later date will continue as long as approved in advance as per Department Policy.
- (I) 10-Hour employees will receive the following time off accruals:
  - (a) Employee will receive 8 hours of sick leave/month.
  - (b) Employee will receive same vacation accrual as specified for 8-hour duty personnel.
  - (c) Employee will be given a holiday leave bank of 96 hours per year in lieu of holiday time off; employee will be afforded the chance to take holiday leave using this bank in place of working City approved holidays. At the beginning of each year, Jan. 1, bank will reset to 96 hours, regardless of residual amount left in bank. If the Mayor approved a holiday which is not one of the 12 recognized holidays, the City shall deposit 8 additional hours of holiday time into the employee's holiday bank.

- (d) If employer requires (denies the use of holiday leave bank time) employee to work on any designated City holidays, employee will be paid at time and ½ normal hourly rate for the hours worked.

11.9 WSU Sporting Events. Bargaining unit members shall be given right of first refusal to work designated positions at WSU football games where Pullman Fire/EMS services are provided to the University. Absent volunteers from the bargaining unit, the City may use reserves.

- (A) Daily staffing during WSU home football games will be 10 in the system.
- (B) City agrees to offer an additional nine (9) overtime positions to career staff per home football game.

11.10 As long as the daily career staffing levels are met, the employer can add reserve personnel to any apparatus in the fire department, as needed, as determined by the Fire Chief or designee. Reserve staff shall be used to supplement and not to supplant career staff.

11.11 Should no career personnel be available for shift coverage overtime hours, reserve personnel will be utilized prior to doing the Mandatory Callback process.

## ARTICLE 12 - SHIFT ASSIGNMENT CHANGES

12.1 When employees are transferred on a permanent basis from twenty-four (24)-hour duty shift personnel to eight (8)-hour duty shift personnel or vice versa, they shall have their vacation and holiday benefits calculated on a pro-rata basis. (Reference General Order F-5, Trade Time)

12.2 All regular full-time shift personnel below the rank of Captain in the Pullman Fire Department shall be eligible to bid for station and shift assignment.

12.3 Shift officers and Acting Officers are not eligible to bid float positions.

12.4 Station - Shift bidding for Lieutenants shall be based on time in grade. Firefighter and Firefighter paramedic shall bid based on seniority in service with the Pullman Fire Department.

12.5 The acting officer group will be ranked by seniority and consist of the top four (4) candidates who passed the most recent Lieutenants test.

12.6 In the event that there are not four (4) candidates left on the list, then seniority will be used to ask the remaining members of the department to volunteer to serve as Acting Officer. Senior members who previously declined this role will be given the opportunity to be placed on this list for the next Biennial bidding.

- 12.7 Acting Officers who have tested for Lieutenant will be ranked by seniority above the other Acting Officers who have not tested for the current eligibility list. This is to encourage and reward members to advance in the department as supervisors.
- 12.8 The Acting Officer group will bid first (1<sup>st</sup>) followed by the remaining members of the department.
- 12.9 Shift bid rules will be mutually agreed upon by Association and management and will be sent to Association members prior to the beginning of the shift bid. Bidding will be by Lieutenant, Acting Officer, and then remaining members by seniority. Following is the template that will be used for shift bid selection:

Station 1

|         | A-SHIFT |         | B-SHIFT |         | C-SHIFT |         | D-SHIFT |
|---------|---------|---------|---------|---------|---------|---------|---------|
| Captain |         | Captain |         | Captain |         | Captain |         |
| FF/Med  |         | FF/Med  |         | FF/Med  |         | FF/Med  |         |
| FF/Med  |         | FF/Med  |         | FF/Med  |         | FF/Med  |         |
| FF/Med  |         | FF/Med  |         | FF/Med  |         | FF/Med  |         |

Station 2

|        | A-SHIFT |        | B-SHIFT |        | C-SHIFT |        | D-SHIFT |
|--------|---------|--------|---------|--------|---------|--------|---------|
| LT     |         | LT     |         | LT     |         | LT     |         |
| Acting |         | Acting |         | Acting |         | Acting |         |
| FF/Med |         | FF/Med |         | FF/Med |         | FF/Med |         |
| FF/Med |         | FF/Med |         | FF/Med |         | FF/Med |         |

12.10 Following the certification of the Lieutenant's schedule, selection period shall commence thereafter with an agreed schedule determined by union and management of each odd numbered year.

12.11 A copy of the new station / shift assignments shall be posted at all fire stations and a copy given to both management and the Association.

12.12 Resolving problems with station/shift bid selection:

- (A) This station / shift bidding plan must provide, in the opinion of the Fire Chief, the level of experience necessary to properly staff all stations and equipment. If, in the opinion of the Fire Chief, a station / shift bid will create a staffing situation the Fire Chief feels will be unsatisfactory, the Fire Chief and the Association shall meet and attempt to resolve the issue. The Fire Chief retains the right to be the sole determiner of the adequacy of staffing, so long as traditional minimum staffing is maintained to ensure operational safety standards.
- (B) If the difference between the Fire Chief and the Association on this issue is not resolved a meeting will be scheduled between the City and the Association for resolution.
- (C) If station / staffing assignments are changed to provide proper staffing, reasonable notice shall be given to the Association and the affected individuals.

12.13 Float Assignment

- (A) Float schedule will be determined in the following manner:
  - (a) Float will select 8 shifts to work during FLSA period prior to debit selection starting for shift members.
  - (b) Debit Selection will begin after all floats have completed step (a) above.
- (B) Shift selection will be completed by float positions in order of seniority.
- (C) Float shifts selected shall not create work assignment greater than 48 consecutive hours from all work types.
- (D) Float position vacation requests will be handled in the following manner:
  - (a) Prior to debit selection
    - (i) Vacation must be scheduled in 24-hour increments
  - (b) Following debit selection.
    - (i) Float vacation schedule may be canceled after the debit selection for the affected FLSA period.
      - 1. Management shall reschedule the float to work on the day of canceled vacation or on a day within two days of either side.
    - (ii) Vacation requested after debit selection and during current work period will follow the same guidelines as regular shift members.

- (E) Float positions on department sponsored trainings will be handled in the following manner:
- (a) Training requests prior to the FLSA period must be scheduled in 24- hour increments.
  - (b) Training time off requests will follow the same guidelines as regular shift members.
  - (c) For every training day scheduled that takes over 90 minutes travel (one-way) for three consecutive days, the float will not be eligible to bid a regular work shift for two days on either side of the scheduled training.

## ARTICLE 13 - GRIEVANCE PROCEDURE

13.1 Scope of Grievance Procedure - The purpose of this Grievance Procedure is to establish effective machinery for the fair, expeditious, and orderly adjustment of grievances. Only matters involving the interpretation, application, or enforcement of the express terms of this Agreement shall constitute a grievance. Longstanding conditions which have been mutually accepted through past practice and which are not addressed in this Labor Agreement shall not be subject to the Grievance Procedure.

13.2 Either the Association or the Employer may process grievances against the other to allege violations and enforce the party's respective rights. Association or Employer grievances shall enter the procedure at Step 3 and subject to all application time limits, other provisions, and to mediation/arbitration.

### 13.3 Steps

**Step 1.** The aggrieved employee, and/or his representative, shall meet with the Operations Officer within ten (10) days of the occurrence or when the employee should reasonably have known, and orally discuss the grievance. The Operations Officer shall make a decision and orally communicate this to the aggrieved employee within ten (10) business days from the initial presentation of the grievance. Every effort shall be made by the employee and the Operations Officer to resolve the grievance at this level. For purposes of this article, days will refer to normal business days (Monday to Friday).

**Step 2.** If the grievance is not resolved at Step 1, the aggrieved employee shall submit a written grievance to the Department Head within ten (10) business days following the oral response of the Operations Officer. The written grievance at this step and at all steps thereafter, shall contain the following information:

- (1) a statement of the grievance and the facts upon which it is based;
- (2) the alleged violation of the Agreement;
- (3) the remedy or adjustment sought; and
- (4) the signature of the aggrieved employee.

The Fire Chief shall respond in writing to this grievance within ten (10) business days of its receipt. The written response at this step, and management responses at all steps thereafter, shall contain the following information:

- (1) an affirmation or denial of the facts upon which the grievance is based;
- (2) an analysis of the alleged violation of the Agreement;
- (3) the remedy or adjustment, if any to be made; and
- (4) the signature of the appropriate management representative.

**Step 3.** If the grievance is not resolved at Step 2, the aggrieved employee shall submit the grievance to the City Administrator within ten (10) business days following the Department Head's written response. The City Administrator shall respond in writing to this grievance within ten (10) business days of its receipt. The requirement in Step 2 for written grievances and responses shall not preclude the aggrieved employee and the appropriate management representative from orally discussing and resolving the grievance.

- 13.4 Association grievances shall be submitted to the City Administrator. Management grievances shall be submitted to the Association. Either Association or Management grievances shall be submitted within ten (10) business days of the occurrence prompting the grievance and shall be answered within ten (10) business days. Association and Management grievances shall be subject to expedited mediation/arbitration.
- 13.5 If the grievance has not been resolved at Step 3, the Association or Management may refer the dispute to Expedited Mediation/Arbitration as provided below. The Association shall notify the Employer in writing of submission to Expedited Mediation/Arbitration within ten (10) business days after receipt of the City Administrator's written response at Step 3. The parties will request a list of five (5) arbitrators from PERC for selection. The parties shall determine striking order by lot.
- 13.6 Either party may unilaterally remove a mediator/arbiter at any time as long as there is no dispute pending at the time. Mediator/Arbiter panel vacancies shall be filled by mutual agreement.
- 13.7 The panel member assigned to a grievance shall meet without delay with the parties and the grievant and attempt to mediate/conciliate the dispute. If an agreement is reached, it shall be reduced to writing, shall be signed by each of the above parties, including the grievant, and shall be final and binding.
- 13.8 If, after a concerted effort, a single mediation meeting does not procedure a settlement, the mediator/arbiter shall immediately convene an informal arbitration hearing. Witnesses, evidence and exhibits shall be kept to a minimum and the rules of evidence shall not apply.

- 13.9 The mediator/arbitrator shall, on the same date of the hearing, provide a written "bench award" as a binding settlement of the grievance.
- 13.10 The mediator/arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented; and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The mediator/arbitrator shall confine himself/herself to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him/her. The decision of the mediator/arbitrator shall be final and binding upon the aggrieved employee, Association, and Employer.
- 13.11 The Employer and the Association shall share equally the fees and expenses of the mediator/arbitrator.
- 13.12 Either party has the right to have an Association representative and a labor representative/attorney represent them at any step of the grievance procedure.
- 13.13 The following grievance principles shall govern and be controlling in any and all grievances:
- (A) While the grievant may be "made whole", any punitive award shall be void and unenforceable.
  - (B) Unless agreed otherwise, only one grievance will be heard at a time by an arbitrator.
  - (C) Either party may, thirty (30) days or more prior to the date set for mediation/arbitration, by notice to the other take the grievance out of the mediation/arbitration bench award process. In that event, the grievance will proceed as a formal arbitration, subject to the usual rules and procedures.

#### ARTICLE 14 - HEALTH AND DENTAL INSURANCE.

- 14.1 Under NWFFBT Plan 100, the City will contribute 100% for Employee only coverage and 90% of the premiums for all eligible dependent's medical insurance. Employees will be responsible for 10% of the cost of the premiums for dependent medical insurance coverage.
- 14.2 For the term of this Agreement, the City agrees to provide Employee Life Insurance of \$15,000 base life and \$15,000 AD&D coverage provided by Standard Life and through AWC. There are options for employee paid additional coverage for the employee and dependents with AWC. The Employee premiums would be paid one hundred percent (100%) by the City.
- 14.3 For the term of this Agreement, the City will provide and pay the premiums for Dental Insurance through the AWC (Delta Dental) Plan J with Option 2 for orthodontic coverage for Employee and dependents. The City will, upon presentation to the City of a bill from a licensed orthodontist, reimburse the

employee for any amounts in excess of the \$1,000 coverage provided by the Delta Dental plan up to a maximum of \$2,500 combined coverage (additional \$1,500 by City lifetime per minor dependent).

- 14.4 Vision exams are covered under the NWFFBT Plan 100.
- 14.5 Every January 1 of the agreement, the City shall pick up and pay the first ten (10) percent of any annual premium increase in medical insurance premiums. The employee shall pay any premium increase over ten (10) percent.
- 14.6 In exchange for maintaining full insurance coverage, Association employees will take an active part in participating in City Wellness programs and activities.
- 14.7 Costs for mandatory annual medical exams for employees shall be submitted to the employee's health plan. The annual exam is limited to those tests outlined on the attached document (**ARTICLE 44**) and billed under the correct procedure codes. The City is not responsible for those charges that are incorrectly billed to the insurance company. Medical records shall be maintained by the physician. The physician shall provide a fitness for duty assessment to the City or the Fire Chief.
- 14.8 All items in ARTICLE 44 will be assessed at all new members' first annual exam. Thereafter, only those items in ARTICLE 44 that are called for by the examining physician will be covered by the employer.
- 14.9 If the City medical provider diagnoses a medical problem involving fitness for duty, the employee's personal physician will have the opportunity to make an examination and diagnosis regarding fitness for duty. Should the City physician and the employee's personal physician disagree regarding fitness for duty, the employee shall be referred to an independent occupational physician in Spokane, Washington, whose opinion on the matter shall be final and binding. The City shall pay for all of these fitness for duty examinations.
- 14.10 If an employee is found to be unfit for duty, that employee's position shall be held open for one (1) year while the employee seeks rehabilitation for his/her condition and a return to work.

#### ARTICLE 15 - TOBACCO POLICY

For health and safety considerations, the City restricts tobacco use by employees in all City facilities, including City-owned buildings, vehicles, offices, (including individual employee offices), and/or other facilities rented or owned by the City. Tobacco use (i.e. smoking, chewing, or dipping) is only allowed in designated areas meeting Labor and Industries' or departmental criteria. This Article does not affect the current practice related to the use of tobacco for employees employed by the City prior to January 1, 2001.



## ARTICLE 16 - FAMILY LEAVE

16.1 The federal FMLA of 1993 provides up to twelve (12) weeks of unpaid, job-protected leave every twelve (12) months to eligible employees for any of the following reasons:

- (A) To care for a child after birth, or placement in the home due to adoption or foster care. Leave to care for a child after birth or placement for adoption or foster care must be concluded within twelve (12) months of the birth or placement.
- (B) To care for a spouse, parent, parent-in-law, grandparent, or child with a serious health condition.
- (C) The employee's own serious health condition which prevents him/her from performing the essential job functions of the position.
  - (a) For purposes of calculating leave eligibility, the "12-month period" is a rolling twelve (12)-month period measured backwards from the date an employee first uses any FMLA leave.
  - (b) A serious health condition is an illness, injury, impairment, or physical or mental condition that involves hospitalization or continuing treatment by a health care provider. The term "serious health condition" is intended to cover conditions or illnesses affecting one's health to the extent that inpatient care is required, or absences are necessary on a recurring basis or for more than a few days for treatment or recovery. When inpatient care is not involved, the regulations require that the absence from work, or from school, or incapacity in performing other daily activities in the case of a family member, be for a period of more than three (3) days in addition to requiring the continuing treatment by a health care provider.

16.2 Intermittent Leave. Under some circumstances, FMLA leave may be taken intermittently, e.g., either in small blocks of time, or as a partial reduction in normal daily or weekly work hours. FMLA leave may be taken intermittently if medically necessary because of a serious health condition. If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to approval by the department head and City Supervisor.

16.3 When an employee uses leave for a purpose for which FMLA leave is available, the employee must request to have such leave applied to his/her FMLA allotment.

## ARTICLE 17 - DRUG-FREE WORKPLACE

- 17.1 Policy: In recognition and compliance with the Federal Drug-Free Workplace Act, and other applicable federal statutes, the Employer and the Association are committed to a drug-free workplace and have an obligation to insure public safety and trust with regard to their services and programs. Accordingly, the manufacture, distribution, dispensation, unlawful possession, or use of a controlled substance or drug not medically authorized which would impair job performance or pose a hazard to the safety and welfare of the employee, the public, or other employees; or the use of alcohol in the workplace is strictly prohibited. It is the goal of this policy to prevent, eliminate, or absolve illegal drug usage through education and rehabilitation of the affected personnel.
- 17.2 Informing Employees About Drug and Alcohol Testing: All employees shall be fully informed of the Employer's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the employees on how tests are conducted, what the test can determine, and the consequences of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him/her. Employees who voluntarily come forward and ask for assistance to deal with a drug and/or alcohol problem shall not be disciplined by the Employer. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete the program successfully, or again tests positive for drugs within two (2) years of completing an appropriate rehabilitation program.
- 17.3 Employee Testing: Employees shall not be subjected to random medical testing involving blood or urine analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If, however, objective evidence exists establishing reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol abuse, the Employer will require the employee to undergo a medical test consistent with the conditions as set forth in this policy.
- 17.4 Sample Collection: The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the Substance Abuse and Mental Health Administration (SAMHSA). The laboratory chosen must be agreed to between the Association and the Employer. The laboratory used shall also be one whose procedures are periodically tested by SAMHSA where they analyze unknown samples sent to an independent party. The results of the employee tests shall be made available to the Medical Review Physician. The Association will encourage use of the Association of Washington Cities testing facility, and in cases where the employee feels the AWC testing facility is

unacceptable, the Association will be responsible for timely selecting an alternative testing facility certified by SAMHSA.

Collection of blood or urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by SAMHSA. The Association and the Employer agree that security of the biological urine and blood samples is an absolute necessity, therefore, the Employer agrees that if the security of the sample is compromised in any way, any positive test result shall be invalid and may not be used for any purpose.

Blood or urine samples will be submitted as per SAMHSA standards. Employees have the right for Association and/or legal counsel representation to be present during the submission of the sample. Employees shall not be witnessed while submitting a urine specimen. Prior to submitting a blood or urine sample, the employee will be required to sign a consent and release form.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientifically acceptable preserved manner as established by SAMHSA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance, disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed. Tests shall be conducted in such a manner that an employee's legal drug use and diet does not affect the test results.

- 17.5 Drug Testing: The laboratory shall test for only the substances and within the limits as follows for the initial and confirmation tests as provided within SAMHSA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs.

#### **INITIAL TESTING**

|                                   |             |
|-----------------------------------|-------------|
| Marijuana metabolites             | 100 ng/ml   |
| Cocaine metabolites               | 300 ng/ml   |
| Opiate metabolites <sup>(1)</sup> | 300 ng/ml   |
| Phencyclidine                     | 25 ng/ml    |
| Amphetamines                      | 1,000 ng/ml |

<sup>(1)</sup>If immunoassay is specific for free morphine, the initial test level is 25 ng/ml.

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file(s). Only specimens identified as positive on the initial test shall be confirmed using gas

chromatograph/mass spectrometry (GC/MS) techniques at the following listed cutoff values:

### **CONFIRMATORY TESTING**

|  |           |
|--|-----------|
| Marijuana metabolites <sup>(1)</sup>               | 15 ng/ml  |
| Cocaine metabolites <sup>(2)</sup>                 | 150 ng/ml |
| Opiates  |           |
| a. Morphine  | 300 ng/ml |
| b. Codeine   | 300 ng/ml |
| Phencyclidine                                      | 25 ng/ml  |
| Amphetamines                                       |           |
| a. Amphetamine                                     | 500 ng/ml |
| b. Methamphetamine                                 | 500 ng/ml |
| (1) Delta-9-tetrahydrocannabinol-9-carboxylic acid |           |
| (2) Benzoyllecgonine                               |           |

If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's file(s).

- 17.6 Alcohol Testing: A breathalyzer or similar equipment shall be used to screen alcohol use; and, if positive, shall be confirmed by a blood alcohol test performed by a qualified laboratory. This screening test shall be performed by an individual qualified through the Washington State Police Academy utilizing equipment certified by the State Patrol. An initial positive result on an alcohol test shall meet the standards as set forth in the Revised Code of Washington (RCW) 46.61.502. If initial testing is negative, testing shall be discontinued, all samples destroyed, and records of the testing expunged from the employee's file(s). Only specimens identified as positive on the initial test shall be confirmed using a blood alcohol level. Sampling handling procedures, as described in section 04, shall apply. A positive blood alcohol level shall meet the standards as set forth in the Revised Code of Washington (RCW) 46.61.502. If confirmatory testing results are negative, all samples shall be expunged from the employee's file(s).
- 17.7 Laboratory Record Release: No records of negative or unconfirmed positive tests shall be released or retained by the laboratory. Prior to notifying either the Association or the City, the laboratory will advise the Medical Review Officer. The employee will be given the opportunity for explanation and discussion with the Medical Review Physician. If the Medical Physician confirms the positive results, then the results will be reported to the Association and the City. The employee has the right to his/her own test results, including quantitative data.
- 17.8 Medical Review Physician: The Medical Review Physician shall be chosen and agreed upon between the Association and the Employer and must be a licensed physician with a knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of the test (sensitivity, specificity,

and predictive value), the laboratories running the tests and the medical conditions and work exposures of the employees.

The role of the Medical Review Physician will be to review and interpret the positive test results. He/She must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a positive test could have resulted from legally prescribed medication.

- 17.9 Laboratory Results: The laboratory will advise only the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Physician once he/she has completed his/her review and analysis of the laboratory's test. The Employer will be required to keep the results confidential and it shall not be released to the general public.
- 17.10 Testing Program Costs: The Employer shall pay for all costs involving drug and alcohol testing as well as the expenses involved for the Medical Review Physician. The Employer shall also reimburse each employee for their time and expenses incurred, including travel, involving the testing procedure only.
- 17.11 Rehabilitation Costs: Any employee who tests positive for illegal drugs or alcohol shall be medically evaluated, counseled, and treated for rehabilitation as recommended by an E.A.P. counselor. Employees who complete a rehabilitation program may be re-tested randomly once every quarter for the following twenty-four (24) month period. An employee may voluntarily enter rehabilitation without a requirement of prior testing. Employees who enter the program on their own initiative shall not be subject to re-testing. The treatment and rehabilitation shall be paid for by the employee's medical insurance program. Employees who volunteer to enter the program and those who test positive shall be allowed to use any and all accrued and earned leave for the necessary time off involved in the rehabilitation.
- If an employee re-tests positive during the twenty-four (24)-month period, the employee will be re-evaluated by an E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs not covered by insurance, which arise from this additional counseling or treatment.
- 17.12 Duty Assignment After Treatment: Once an employee successfully completes rehabilitation, he/she shall be returned to his/her regular duty assignment. Once treatment and any follow-up care is completed, and three (3) years have passed since the employee entered the program, the employee's personnel file(s) shall be purged of any such reference to his/her drug or alcohol problem.

- 17.13 Right of Appeal: The employee has the right to challenge the results of the drug and/or alcohol tests, and any discipline imposed, in the same manner he/she may grieve any other Employer action. Discipline imposed shall be progressive in nature and only for just cause. In the event of a positive confirmed test, the employee has the right to have the reserved split sample independently tested at the City's expense by a reputable laboratory chosen by joint agreement of the employer and the employee. If the second test indicates that the specimen does not contain positive levels of a substance pursuant to the standards set forth in this policy, the second test shall be deemed conclusive and any discipline imposed upon the employee shall be rescinded and the employee made whole.
- 17.14 Association Held Harmless: This drug and alcohol testing program was initiated at the request of the Employer. The Employer assumes the sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of the collective bargaining agreement relating to drug and alcohol testing. The Association shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.
- 17.15 Changes in Testing Procedures: The Parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedures which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments they will be submitted to impasse procedures as outlined in RCW 41.56.
- 17.16 Conflict With Other Laws: This article in no way intends to supersede or waive any constitutional or other rights that an employee may be entitled to under federal, state or local statutes.

## ARTICLE 18 - LEOFF II WORKERS' COMPENSATION/STATE INDUSTRIAL COVERAGE

- 18.1 Regular or trial part-time and full-time employees who sustain an on-the-job injury or illness or must be absent from work due to an incident for which they are eligible to receive coverage from the Washington State Department of Labor and Industries shall mark "SI" on their time sheets for the days or hours missed. During the period between the time an employee files a claim and the time L & I makes a determination of covered eligibility, the employee may use accrued sick leave or any paid leave (if eligible) in any order, to cover the initial time loss until these resources are exhausted. If L & I makes a determination that the claim is valid and provides coverage back to the date of the incident, the sick leave or any paid leave expended may be credited back to the employee's leave balance. Credit to the employee's leave balance may only occur if the employee reimburses the City the payment received from L & I for this initial time period. Reimbursement must be

made by the employee within three (3) business days of receiving payment from L & I.

- 18.2 If L & I denies the claim, the sick leave or other paid leave expended shall not be credited back to the employee's leave balance. If the employee has no accrued sick leave or other paid leave, he/she shall be placed on leave without pay.
- 18.3 Once L & I determines eligibility and the initial period of coverage has been rectified from an accounting perspective, the employee may select one (1) of the following options:
- (A) The employee may be placed on Leave Without Pay Status and receive L&I's Workers' Compensation payment while on injury leave. If the employee elects this option, then any leave charged the employee for time loss before L&I's determination, shall be credited back to the employee's leave balance as noted in Section 18.01.
  - (B) The employee may continue to receive full salary (including premium pay being received at the time of injury or illness) and benefits until such time as the employee exhausts all accrued sick and other paid leaves provided that:
    - (a) The employee has a positive leave balance. The difference between L&I's payment and the employee's salary shall be charged to the employee's sick leave or other paid leave as designated by the employee.
    - (b) The employee repays the City the amount covered by Workers' Compensation within three (3) business days of receiving payment from L&I. Failure to reimburse the City may result in legal action by the state for dual compensation and/or disciplinary action by the Employer.
    - (c) Once the employee exhausts all accrued paid leaves, then he/she shall be placed on Leave Without Pay Status, and shall only draw Workers' Compensation from L&I.
- 18.4 The maximum period of coverage that any employee may receive under this benefit is six (6) calendar months from the date of the incident. After the six (6)-month period, **if the employee is unable to perform the essential functions of the job, with or without a reasonable accommodation**, the employee may be terminated from the work force. Reinstatement shall be in compliance with Chapter 41.26 RCW.

#### ARTICLE 19 - CALL-BACK PAY

- 19.1 Employees covered by the callback terms of this Agreement who are off-duty and called back to work in an emergency situation shall be paid at least two (2)-hour minimum at one and one-half (1-1/2) times the regular hourly rate as defined in Article 20.

- 19.2 When staffing drops below four (4) career personnel, in pairs, "in the system," callback will be initiated based on "triage" to reach the desired four (4)-person minimum.
- 19.3 "In the system" means career personnel at a station or available to respond to calls (including inspections or other job-related duties). A minimum of four (4) personnel (a combination of duty or callback) must be available to adequately cover both ambulance and fire response.
- 19.4 In the event no career employees respond to callback, non-career can be utilized. Career employees are given first right of refusal for all scheduled and callback calls for service. Non-career employees perform secondary or supplemental assistance. The intent of this practice is to maintain bargaining unit work for career employees, and also utilize reservists for additional support.
- 19.5 As related to all ambulance transports and transfers, a minimum of two (2) career personnel will be given priority, but Reserve personnel can be utilized.
- 19.6 The OIC of the primary response vehicle will "triage" the call upon arrival to determine whether to continue secondary unit arrival, request additional resources, or terminate secondary unit arrival and return them in-service. If the secondary unit is required, the OIC will initiate the callback response when required under the callback policy (above).

## ARTICLE 20 - OVERTIME

- 20.1 Work added to the beginning or end of an eight (8)-hour or twenty-four (24)-hour shift, or work scheduled with the employee, whereby he is given notice that he is to report at a specified time, shall be considered overtime and paid at one and one-half (1-1/2) times the regular hourly rate of pay for that shift for the time worked.
- 20.2 For purposes of this Article, the regular hourly rate of pay shall be calculated by multiplying the employee's monthly salary (including EMT pay and educational incentive pay) by twelve (12) months in a year and then dividing this figure by the product of fifty-two (52) weeks in the year times forty-seven and one-half (47.5) hours in the average work week. When an employee works overtime while working out of classification, the monthly salary element of the formula shall be adjusted to the appropriate rate as described in Article 33 of this Agreement.

$$\frac{\text{monthly salary} + \text{Premium pay} \times 12 \text{ (months)}}{52 \text{ (weeks)} \times 47.5 \text{ (hours)}} = \text{regular hourly rate}$$

- 20.3. Employees working authorized overtime shall be entitled to his/her regular hourly rate times one and one-half (1 ½). However, at the employee's request and with the concurrence of the supervisor, the employee shall be compensated with time



off at the time and one-half (1 ½) rate. Employees with authorized overtime entitlement to compensatory time off may not accrue such "credit" over forty-eight (48) hours. An employee accumulating more than forty-eight (48) hours of compensatory time shall be paid for all time in excess of forty-eight (48) hours monthly.

- 20.4 Unless otherwise authorized by the Fire Chief, employees who attend training, conferences, or schools on a voluntary basis shall not claim these hours as hours worked in conformance with Section 553.7 of the Fair Labor Standards Act which states in part:

Attendance at training facilities and schools, which is not required but which may incidentally improve the employee's performance of his or her regular tasks or prepare the employee for further advancement, need not be counted as working time even though the public agency may pay for all or part of such training.

- 20.5 Captains and Lieutenants will be considered Officers on the overtime list and will have equal opportunity to serve as supervisors at either station. They will rotate as per departmental policy. If both the Captain and Lieutenant are absent, the citywide supervision will be maintained by an Officer on overtime and supervision by Acting Officer (WOC) at the other station. If the shift officer and Acting Officer at the same station are both absent, then an Officer will be scheduled for overtime at that station. (Reference General Orders F-4 & F-6, Overtime / Comp Time)

#### ARTICLE 21 - EMT PAY

- 21.1 Current and future members who are EMT I.V. certified shall be compensated for continuing education and re-certification at the rate of one percent (1%) of base salary.
- 21.2 The Fire Chief or his designee may approve participation based upon departmental need and cost.

#### ARTICLE 22 - SUPERVISORY DUTIES

- 22.1 It is recognized that regular full-time Fire Captains and Lieutenants are classified as supervisory personnel within the bargaining unit. Captains shall continue to perform those duties as determined by past practice. Nothing in this Agreement shall in any way interfere with carrying out such duties as defined.
- 22.2 Supervision of shift personnel will regularly be a Captain at Station 1 and a Lieutenant at Station 2. The Captain will have citywide supervision in regards to shift activity. Management will continue to control administrative functions of the department. Lieutenants will function under the Captains. Lieutenants will have limited supervision over the Reserves who are assigned to their shift. Reserve supervision will occur on calls for service and during training.

- 22.3 Acting Officer. The top four (4) candidates who passed the most recent Lieutenants test will be considered Acting Officers. In the event that there are not four (4) candidates left on the list, then seniority will be used to ask the remaining members of the department to volunteer to serve as Acting Officers.

#### ARTICLE 23 - VACATION

- 23.1 During each twelve (12)-month period of employment, with the exception of the trial period, vacation leave with pay shall be granted (being awarded/split between the two pay periods) as follows:

##### **Eight (8)-hour duty shift personnel**

|                                |                          |
|--------------------------------|--------------------------|
| 1 through 5 years of service   | 12 days (96 duty hours)  |
| 6 through 10 years of service  | 15 days (120 duty hours) |
| 11 through 15 years of service | 18 days (144 duty hours) |
| 16 through 20 years of service | 21 days (168 duty hours) |
| 21 through 25 years of service | 24 days (192 duty hours) |
| Over 25 years of service       | 27 days (216 duty hours) |

##### **Twenty-four (24)-hour duty shift personnel**

|                                |                            |
|--------------------------------|----------------------------|
| 1 through 5 years of service   | 7 shifts (168 duty hours)  |
| 6 through 10 years of service  | 8 shifts (192 duty hours)  |
| 11 through 15 years of service | 9 shifts (216 duty hours)  |
| 16 through 20 years of service | 10 shifts (240 duty hours) |
| 21 through 25 years of service | 11 shifts (264 duty hours) |
| Over 25 years of service       | 12 shifts (288 duty hours) |

- 23.2 Trial employees will be eligible for vacation after six months. The trial period shall remain at one year. No trial employee shall be paid for accrued vacation in the event of resignation, termination, or death. Upon written notice that the trial period is over and regular appointment is received, the trial period will be counted in determining time of service.

- 23.3 Choice of Vacation:

- (A) Vacation must be scheduled six (6) weeks in advance of FLSA period start date.
- (B) Vacation can be scheduled by up to three (3) employees per day up to six (6) weeks in advance of FLSA period start.
  - (a) In the case where an employee has scheduled training of at least eight (8) hours, the City shall be permitted to count that employee towards the three (3) employee allotment for guaranteed time off.
  - (b) Only one position of the three shall be counted as training time off.

- (C) Should any of the allotted vacation position remain open after the six (6) weeks prior to the FLSA period start, the employer can assign additional training time off for any and all remaining positions.
- (D) Following selection of debit days or at start of 28-day period, employees can schedule vacation during 28-day period if minimum staffing is maintained or whenever practical. Operational needs of the department as determined by the Chief or designee shall prevail.
- (E) Vacation requests submitted less than one week prior to the start of requested vacation will not be approved.
- (F) Vacation requests submitted, following selection of debit days but greater than one week from requested day, shall be denied if the hours requested fall during specified STAFF UP hours.
- (G) Eight or ten (8 or 10)-hour duty shift personnel shall be allowed to accumulate up to a maximum of 240 duty hours. Twenty-four (24) – hour duty personnel shall be allowed to accumulate up to a maximum of ten (10) days (240 duty hours).

#### 23.4 Vacation Exchange:

- (A) Each member may exchange 24 hours of vacation for 1 debit selection a maximum of two (2) debit shifts per year.
- (B) Member shall submit vacation exchange to Operations Officer in writing at least 6 weeks before the 28-day period begins.
- (C) Exchange must be in a 24-hour block. 24 hours of vacation will be recorded on the non-scheduled shift date on the employee's timesheet, in return, the member will not have to select a debit shift for the specified 28-day work period.
- (D) January 1 of each year the two (2) exchange limit will be reset.
- (E) Trial employees are not eligible for this exchange during the first 6 months of employment.
- (F) Employees cannot cancel exchange once it has been approved by management.

#### 23.5 Scheduled vacation that affects movement on the overtime list (over 5 hours) cannot be cancelled 6 weeks out from the start of and including the entire 28-day FLSA period.

- 23.6 Members can still cancel vacation if it does not affect the overtime list as this adds to the on-duty personnel which is beneficial to both the Association and the City.

#### ARTICLE 24 - SICK LEAVE

- 24.1 Regular full-time employees covered by the LEOFF Retirement System will accumulate paid sick leave at the rate of one (1) shift per month, split between the two pay periods, up to a maximum of eleven hundred twenty (1120) hours for twenty-four (24)-hour shift employees and eight hundred (800) hours for eight (8)-hour shift employees.
- 24.2 Sick leave eligibility and use shall be governed by the provisions of Section 9.13 of the City of Pullman Personnel Policies and Procedures Manual as presently adopted or hereafter amended. Twenty (20) working days shall be interpreted to be twelve (12) twenty-four (24)-hour shifts as it applies to those working twenty-four (24)-hour shifts.
- 24.3 Employees hired under LEOFF II will receive a sick leave bank of five (5) shifts. Such employees shall not accrue additional sick leave during their first five (5) months of employment, but thereafter, shall accrue at the normal rate of one (1) shift per month.
- 24.4 Employees transferring from twenty-four (24)-hour shifts to eight (8)-hour shifts or vice versa, shall have their sick leave accrual and accumulation rates changed at the time of transfer.

#### ARTICLE 25 - HOLIDAYS

- 25.1 24-Hour Duty Personnel. On December 1 of each year all full-time employees performing twenty-four (24) hour duty periods shall receive one hundred eight (108) hours of leave to be placed in a "holiday bank" which can be used at any time in manner of vacation, comp time, sick leave, etc. If this time is not used by the November 25<sup>th</sup> payroll the employee shall be paid out at their regular hourly rate of pay. Payment for holidays will be included with the December 10<sup>th</sup> paycheck (or corresponding pay date, if 10<sup>th</sup> falls on a weekend or holiday) for that year. Employees hired during the year or who terminate during the year shall receive pro-rata holiday pay equal to 9 hours per full month of employment.

On any day declared a holiday by the Mayor of Pullman that is not a holiday under the eight (8)-hour personnel, one-third (1/3) shift pay shall be added to all twenty-four (24)-hour personnel.

- 25.2 8-Hour Duty Personnel. All full-time employees performing eight (8)-hour duty periods shall receive holidays in accordance with the following schedule. The

following holidays will be recognized and observed on the normal date for observance by the state of Washington:

|                          |                           |
|--------------------------|---------------------------|
| New Year's Day           | Veterans Day              |
| Martin Luther King's Day | Thanksgiving Day          |
| Presidents' Day          | Friday after Thanksgiving |
| Memorial Day             | Christmas Day             |
| Juneteenth               | One (1) Floating Holiday  |
| Independence Day         | Labor Day                 |

- 25.3 Trial employees will be eligible for the floating holiday after six (6) months.
- 25.4 The employee shall also have a holiday on any day so declared by the Mayor of Pullman.
- 25.5 Whenever any holiday falls on a Sunday, the following Monday shall also be considered a holiday. Employees working on any of the above recognized holidays shall be compensated by receiving time and one-half (1 1/2) for hours worked on the holiday, in addition to normal holiday pay of eight (8) hours.

#### ARTICLE 26 - TRADE TIME

Employees shall have the right to exchange shifts when the change does not interfere with the best interest of the Fire Services. Such exchanges shall not be permitted if to do so will cause the City to incur additional wage costs. Such exchanges shall have prior verbal approval of the employee's immediate supervisor.

#### ARTICLE 27 - BEREAVEMENT LEAVE

If there is a death which requires the employee's presence, that employee may be granted up to two (2) regularly scheduled shifts off as paid leave. Up to twenty-four (24) hours additional time may be granted, which would be deducted from the employee's accrued sick leave and/or annual leave, at that employee's option. The employee may be required to account for leave to his/her supervisor before such leave will be granted.

#### ARTICLE 28 - UNIFORMS

- 28.1 All uniforms, protective clothing, or protective devices, including one (1) pair of protective shoes, required by employees in the performance of their duties shall be furnished and repaired or replaced (in a timely manner) by the Employer, with the exception of personal items such as underwear, stockings, and street shoes. Clothing damaged while performing duties in an emergency situation shall be either replaced or repaired (in a timely manner) and cleaned by the Employer.
- 28.2 Members in uniform will adhere to the appearance standard set forth below:

- (A) Hair length is permitted to be worn to the top of the collar of the uniform shirt. Hair length that is beyond the above standard shall be pinned/tied up neatly to meet the standard. Members with long hair shall keep it pinned so that it does not stand more than 3 (three) inches beyond the scalp.
- (B) All sideburns and mustaches shall be kept trimmed neatly and must not interfere with vision, the seal of the SCBA mask, or any protective equipment at any time.

## ARTICLE 29 – DISCIPLINE

29.1 The City has the right to discipline or discharge employees for just cause. Unless otherwise warranted by factual circumstances, discipline shall normally be progressive, including verbal reprimand, written reprimand, suspension without pay and discharge, depending on the seriousness of the offense and the particular circumstances of the employee. The City and the Association both recognize the ability to proceed with informal oral counseling and discussion in lieu of imposing discipline.

All steps in progressive discipline (with the exception of informal oral warnings) shall be conducted formally with the employee having the right to representation. The City shall inform the employee(s) of their right to Association representation. All steps will be conducted in private.

29.2 The following procedures apply to all internal investigations, administrative inquiries, and any investigations which could lead to disciplinary action:

- (A) The employee shall be informed in writing of the nature of the investigation or inquiry and the substantive allegations. The employer and employee recognize the employee's and the Association's right to investigate under the PECBA.
- (B) The interview shall take place at the Fire Department, except when impractical. The interview shall not violate the employee's constitutional rights. The employee shall be afforded the opportunity and facilities to contact and consult privately with an attorney or his/her own choosing and/or representative from the Association for a reasonable period of time before being interviewed. An official representative of the Association, the employee's attorney, and/or the Association's attorney may be present during the interview.
- (C) Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty unless of exigent circumstances.
- (D) The questioning shall be of reasonable duration and the employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls, and rest periods.

- (E) The employee shall not be subjected to any abusive language, nor shall he/she be threatened with dismissal, demotion, or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he/she be intimidated or threatened in any other manner. No promises or rewards shall be made as an inducement to answer questions.
- (F) Any employee covered by this Agreement shall not be required to take any polygraph (i.e., lie detector) or similar tests.
- (G) Any interviews may be electronically recorded by the employer, employee or the Association for purposes of maintaining a record. Any recordings shall be provided to either party.
- (H) The employee and the Association will be provided all relevant materials, findings, conclusions and reports related to the alleged misconduct prior to any pre-disciplinary or *Loudermill* meeting. Subsequent to any discipline imposed, the employee and the Association will be provided any additional reports or findings related to the discipline imposed.
- (I) Employees will be entitled to a pre-disciplinary hearing, with the right of representation, to present evidence, arguments, witnesses or mitigating circumstances in their defense.
- (J) The City will strive to investigate and administer disciplinary actions in a timely manner. At the conclusion of any investigation, the employee and Association shall be provided a timely written determination as to the outcome of the investigation.

29.3 Any punitive sanction(s) shall become part of the employee's personnel file for no more than two (2) years from the date of the incident. After this time, record of such punitive sanction shall be removed from the employee's personnel file, unless in the intervening period related infractions have occurred. In this case, the time frame above starts over from the date of the most recent related infraction. The Employer will not be able to use expired punitive actions, or allegations not sustained and/or unfounded allegations for future justifications for punitive sanctions, performance evaluations, future prospective employers, advancement, promotions, etc.

29.4 At the employee's option, any employee subject to any discipline may seek appeal either through contract grievance procedure or through the Civil Service Commission.

## ARTICLE 30 - DEPARTMENT RULES AND REGULATIONS

The Association agrees that its members shall comply in full with Fire Department rules and regulations, including those relating to conduct and work performance. The City also agrees that it will comply in full with Fire Department rules and regulations. Furthermore, the City agrees that unreasonable rules and regulations, which affect working conditions, shall be subject to consideration under the grievance procedure.

## ARTICLE 31 - OUTSIDE EMPLOYMENT

- 31.1 Employees who wish to have an outside job, contractual arrangement, or self-employment, may do so only after obtaining written approval from the Fire Chief. Should outside employment be denied, the burden will be on the City to prove a conflict of interest, or that departmental operations would be impaired.
- 31.2 The employee's request shall include all pertinent information about the job, including the nature of the job and hours of work. The request should be updated annually, or whenever circumstances dictate a change. Failure to submit prior notice may result in disciplinary action.
- 31.3 Employees who have accepted outside employment are not eligible for paid sick leave, or leave without pay, when the absence is due to work on the outside job, or as a result of an injury sustained on that job. Employees may, however, use their accumulated annual leave or compensatory time in these situations.

## ARTICLE 32 - WORKING OUT OF CLASSIFICATION

- 32.1 Employees covered by the Agreement who are temporarily appointed to a rank or position above that which they normally hold, shall be paid at the same pay step of the higher position for hours worked.
- 32.2 Acting officers will be assigned to provide supervision of the shift personnel whenever the Captain or Lieutenant is absent. Working out-of-class pay, equivalent to Lieutenant pay, will be paid for those assigned hours. The Lieutenants shall receive out-of-class pay, equivalent to Captain wages, for hours assigned to work when the Captain is absent.
- 32.3 Deputy Fire Marshal Working Out-of-Class Pay: If the Deputy Fire Marshal is requested by the Fire Chief, or designee, to perform the duties of the Fire Marshal, the City shall pay the Deputy Fire Marshal at the Fire Marshal wages for all time spent performing those duties.

## ARTICLE 33 - NEW JOB CLASSIFICATION

Should it become necessary to establish a new job classification within the bargaining unit during the contract year, the Employer may designate a job



classification title. The salary for any new classification within the bargaining unit shall be subject to negotiations at such time.

#### ARTICLE 34 - MAINTENANCE OF STANDARDS

- 34.1 It shall be the mutual responsibility of the employee and the Employer to maintain and provide for a high degree of personal fitness, proficiency, knowledge, and skills in emergency services and procedures and work. Training and seminars will be made available to the employees to assist in this endeavor.
- 34.2 The Employer shall provide for off-duty mandatory training for available personnel paid for at the regular overtime rate agreed upon in this Agreement for actual class time and reasonable out-of-town travel time, if beyond normal work week.
- 34.3 All other voluntary training and seminars that are made available to the employees shall be at no expense to the City, except travel and/or lodging and/or course fees may be paid by the City if approved by the Fire Chief and the City Administrator.
- 34.4 A firefighter who receives the initial fire academy training but who does not fulfill the thirty (30) month requirement will be required to repay the City for tuition, books, housing, uniforms, meals, travel, per diem issued, and any other actual out-of-pocket expenses incurred by the City (excluding salary & overtime.) Repayment will be on a prorated basis based upon the number of months served. If the employee is dismissed from employment for reasons due to performance measures, they will not be liable for repayment of the training academy expenses. A firefighter who leaves the fire academy training program on his/her own accord will then be liable for the amount of training received, to include all costs incurred by the City to the maximum amount as specified above. The repayment will be arranged by the employee with the Finance Dept so that all funds are received within 12 months from last date of employment.

#### ARTICLE 35 - STRIKE

- 35.1 The Association and the City agree that the public interest requires the efficient and uninterrupted performance of emergency services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective.
- 35.2 The Association and the City agree that during the life of this Agreement they will not cause, or encourage, any strikes, slowdowns, or stoppages of work, or interruptions of, or interference with the performance of emergency service and the efficient management of the department.
- 35.3 In the event of a strike, slowdown, work stoppage, or boycott, that interferes with the performance of emergency service of the Fire Department, the City shall notify

the Association President of the existence of such activity and request advice from the Association as to whether the activity has been authorized. The Association President shall immediately respond to the City's request in writing. WHEREAS: The Association President shall immediately and publicly disavow such strike or work stoppage and request their members return to work and attempt to bring about prompt resumption of normal operations.

- 35.4 Upon receiving notice of strike, slowdown, or boycott, that interferes with the performance of emergency service of the Fire Department in violation of this Article, the participating employees shall be subject to disciplinary action, which may include discharge. In any disciplinary action of any employee for engaging in an unauthorized strike, slowdown, or boycott, that interferes with the performance of emergency service, the employee shall have the right of hearing before the Civil Service Commission of the City of Pullman upon making proper application.

#### ARTICLE 36 - CAR ALLOWANCE

Employees who are required to use their personal cars for City business shall receive an allowance at a rate set by the City Council, or actual gasoline costs if less, at the option of the claimant, per each mile their car is used in city service.

#### ARTICLE 37 - RECORDS AND REPORTS

- 37.1 All employees shall have the right, upon written request to the Fire Chief, to see all original records and reports concerning them and their performance in the Fire Service. Said employee will also have the right to a copy of all records and reports concerning him or her upon written request.
- 37.2 The records and reports shall be held in confidence. Records shall be released only by the authority of the Fire Chief and/or the City Supervisor to individuals whose official capacity and duties with the City of Pullman requires the review of such records.
- 37.3 Persons who wish access to an employee's records and reports who do not fall under section 38.02 must get written permission from that employee and provide copies of that written permission to the Fire Chief and/or the City Supervisor.

#### ARTICLE 38 - EMBODIMENT

The agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any provisions of this Agreement, unless by mutual written consent by the City Supervisor and Association President.

#### ARTICLE 39 - GENERAL PROVISIONS

- 39.1 ILS. The City will drop ILS training. Additionally, bargaining unit members will not be replaced by non-bargaining unit ILS personnel, such as reserves or Washington State University personnel, unless bargaining unit members have first had the opportunity for ILS training and work.
- 39.2 Hazmat/Rope Rescue Agreement. Pursuant to an understanding reached between Pullman Fire Department and the Association, and memorialized in a memorandum of March 28, 2002:
- “The following is a list of programs and assignments as to responsibility and lead employees:
- Hazardous Materials: as designated by Operations Officer.  
Rope Rescue: as designated by Operations Officer.
- 39.3 The jurisdiction requesting assistance shall have Incident Command responsibilities. Personnel will only provide and participate at their level of certification.
- 39.4 Fire Marshal: If the duties of a fire marshal are initiated by the Department for WSU facilities, such employee would be a member of the bargaining unit.
- 39.5 All department engineers must be class III by 1/1/2025. If Engineers are not to Class III by January 1, 2025 they will not be able to act as an Engineer until certification is reached.

#### ARTICLE 40 – LAYOFFS

- 40.1 Whenever the City contemplates a reduction of staff because of shortage of funds, lack of work, or material reorganization of the department, notice shall be sent to the Union President. When positions are to be eliminated, the employee or employees with the shortest period of service within the affected job class will be laid off first, except that any employee who is on disciplinary probation may be laid off without regard to seniority if the City has determined that such employee has lower value to the City than the employee having the shortest period of service.
- 40.2 Notice of layoff shall be given the employee concerned and the Union President at least one (1) month before the effective date thereof. The employee shall receive this notice of layoff in writing which shall list briefly the reason(s) and notify him/her of his/her rights under the CBA and Civil Service rules.
- 40.3 Employees so laid off shall have their names placed on a rehire list. They shall be eligible for rehire as vacancies in the same class which they previously occupied come available. The employees shall be rehired in order of seniority and the life of the list for each laid off employee shall be twenty-four (24) months from the date of the employee's layoff. Employees who refuse employment in the same class,

or who fail to give address changes to the City shall be then ineligible for rehire in the manner described in this section.

#### ARTICLE 41 – MEAL REIMBURSEMENT

The City will reimburse employees for meals while they are engaged in ambulance transport of patients outside of City limits under the following circumstances:

- 1) If an employee is absent from the City due to a transport for a period in excess of three hours, upon presentation of an itemized receipt, reimbursement will be paid up to \$10.00 for breakfast (0000-1030), \$15.00 for lunch (1030-1600), and \$25.00 for dinner (1600-2359). Reimbursement amount will be based on the time of the receipt. If there is no indication of time on the receipt, reimbursement will be \$10.00
- 2) If an employee is absent from the City due to a transport for a period in excess of eight hours, upon presentation of an itemized receipt(s), reimbursement will be paid up to \$50.00, consistent with the timeframe and amount conditions in section 1.
- 3) Calculation of the above time periods begin at the time of arrival at the station for off-duty personnel and at the time of departure from the City for on-duty personnel.

#### ARTICLE 42 – WELLNESS / FITNESS PROGRAM

Pullman Fire Dept will maintain a mandatory, non-punitive wellness/fitness program patterned after the related recommendations of the IAFF/IAFC Joint Labor Management Wellness Fitness Initiative (WFI) for each firefighter with the goal of obtaining a level of wellness/fitness consistent with the duties he or she may be called to perform. The wellness/fitness program shall be a positive program and not punitive in design, allow for age and position in the department; allow for on-duty time participation utilizing facilities designated by the City; provide for rehabilitation and remedial support for those in need and strive to be reasonable and equitable to all participants. Participation or involvement in this program shall not be reflected in the employee's personnel file and it shall not be used for promotional or disciplinary considerations.

A Labor-Management Wellness/Fitness Coordinator and Committee shall consist of two management representatives of the Pullman Fire Dept and two representatives of Pullman Firefighters, IAFF Local 1892. The Wellness/Fitness Coordinator will be an appointment selected by the President of the Pullman Firefighters L1892 with the concurrence of the Fire Chief. The Wellness/Fitness Coordinator will chair a quarterly meeting of the Wellness/Fitness committee.

The Labor/Management Wellness/Fitness Committee shall be responsible for four primary areas:

- 1) *Program Implementation*: Reviewing the WFI and appropriately adapting components to this Pullman Fire Department Wellness/Fitness Program.
- 2) *Statistics and Health*: Developing statistics on experience with lost time and costs due to disease and injury so as to demonstrate how the implementation of Pullman Fire Dept. Wellness/Fitness Program will avoid or reduce disease and injury and be cost effective.
- 3) *Wellness/Fitness Program*: Developing program objectives; developing the program and related activities (e.g. peer fitness trainers (including certification), workshops, smoking cessation, and weight control programs).
- 4) *Executive and Marketing Functions*: Identifying specific objections to the program, developing answers or procedures to overcome the objections, enlisting the help of the critical support groups and individuals; investigating legal implications of the wellness/fitness program; and proposing policies.

#### ARTICLE 43 – MEDICAL EXPENSE RETIREMENT PLAN

To allow for a mandatory deduction from each member's salary to be contributed to the Medical Expense Retirement Plan ("MERP") administered by the Washington State Council of Firefighters Benefit Trust ("Trust"). Contributions are included in an employee's gross income. Both parties agree to the following:

1. The Association agrees that each of its members are subject to a mandatory monthly deduction from their base salary in an amount to be determined by the Association for remittance by the City into the employee's MERP account with the Trust.
2. The City agrees to remit these mandatory payroll deductions to the Trust as Pre-Taxed contributions to the Trust in accordance with the Trust's plan requirements, as invoiced, and in accordance with the City's standard payment procedure.
3. The contribution required by the Association shall be \$200 per month per Association member.
4. All contributions to the Trust through this mandatory payroll deduction program shall be included in the employee's gross income for the purpose of filing all state and federal income reports. The contributions shall be deducted from employee wages in accordance with the City's standard payroll practices and shall be identified for federal tax reporting purposes in accordance with Section 104(a)(3) of the Internal Revenue Code and the Internal Revenue Service PLR-115973-08 dated August 8, 2008 and directed to the Trust.
5. The Association may adjust the contributions from payroll checks to reflect the contribution rate set by the Association once per 12-month period; preferably in conjunction with the City's open enrollment period for health, life and/or disability plans in November; provided there is no cost increase to the City, including any and all costs incurred as a result of a commensurate

increase in the reported gross income of each Association member for purposes of calculating state retirement benefits or gross income for federal tax reporting purposes. The right to participate in the Trust through a mandatory payroll deduction system and the amount of the contribution was obtained through the collective bargaining process; therefore, the terms of this agreement shall not be altered or terminated unless jointly modified by the parties in writing.

6. The Association agrees to hold the City harmless and indemnify the City from any and all liability, claims, demands, lawsuits and/or any losses, damage, or injury to persons or property arising from and in any way related to implementation and administration of the Trust. The Association shall be liable for any and all liabilities inclusive of any federal, state or local agency determinations regarding any liabilities that arise out of the Trust. The Association and the individual employees shall be liable for any and all tax penalties arising out of the implementation and administration of the Trust.
7. Elective employee contributions to the Trust by Association members are not permitted. No employee may elect whether to participate in the MERP payroll deduction program or adjust the amount of his or her mandatory MERP deduction at any time.
8. Under no circumstances whatsoever will the City be liable to pay any Trust benefit to any employees and/or retired employees and/or their beneficiaries.

## ARTICLE 44 – MEDICAL PHYSICAL



### Pullman Fire Dept Firefighter Cancer Support Network

"Together We Can Make a Difference"

### Annual physical Components

All evaluations need to include a review of lab results for specific known Fire Service cancer risks including **testicular, prostate, skin, brain, rectum, stomach, bladder, and colon cancer, non-Hodgkin's lymphoma, multiple myeloma and malignant melanoma.**

#### Medical History Questionnaire

A health history questionnaire must be completed to provide baseline information with which to compare future medical concerns.

#### Hands-on Physical Examination (To Include)

**Vital Signs** – Height, weight, blood pressure, temperature, heart rate and respiratory rate

**HEENT** – Head, Ears, Eyes, Nose and Throat

**Neck** – Major vessels, lymph nodes, endocrine structures, physiological functioning, abnormal masses, land enlargement or suspicious skin lesions.

**Cardiovascular** - Inspection, auscultation, percussion and palpation.

**Pulmonary** - Inspection, auscultation, percussion and palpation.

**Gastrointestinal** - Inspection, auscultation, percussion and palpation.

**Genitourinary** - Hernia exam (Also, see cancer screening).

**Lymph Nodes** - The examination of organ systems must be supplemented with an evaluation of lymph nodes in the cervical, axillary, and inguinal regions.

**Neurological** - The neurologic exam for uniformed personnel must include a general mental status evaluation and general assessment of the major cranial/peripheral nerves (motor, sensory, reflexes).

**Musculoskeletal** - Includes an overall assessment of range of motion (ROM) of all joints. Additionally, observation of the personnel performing certain standard office exercises or functions is helpful in assessing joint mobility and function.

**Skin** - Inspect for color, vascularity, lesions and edema

**Blood Analysis** - The following are components of the blood analysis. At a minimum, laboratory services must provide these components in their automated chemistry panel (aka SMAC 20) and complete blood count (CBC) protocols.

White Blood Cell Count

Differential

Red Blood Cell Count (Hematocrit)

Platelet Count

#### **Liver Function Tests**

Includes SGOT/AST, SGPT/ALT, LDH, Alkaline Phosphatase, and Bilirubin, Albumin

#### **Cholesterol**

Includes: Total Cholesterol, Low Density Lipoprotein (LDL-C) level, High Density Lipoprotein (HDL-C) level, and Total Cholesterol/HDL Ratio, Triglycerides

Glucose      HbA1c      Blood Urea Nitrogen

Creatinine

Sodium      Potassium

Carbon Dioxide

Total Protein

Albumin

Calcium

C-reactive protein

**Urinalysis**

*Dip Stick (Includes pH, Glucose, Ketones, Protein, Blood, and Bilirubin)*

*Microscopic (Includes WBC, RBC, WBC Casts, RBC Casts, and Crystals)*

**Vision Tests**

Assessment of vision must include evaluation of distance, near, peripheral, and color vision.

Evaluate for common visual disorders including cataracts, macular degeneration, glaucoma and diabetic retinopathy.

**Pulmonary (Spirogram)**

FVC, FEV<sub>1</sub>, FEV<sub>1</sub> / FVC Ratio, Peak expiratory flow rate, Pre/Post Bronchodilator, DLCO

**Chest X-Ray** (Initial Baseline)

Repeat Chest x-ray (*Every 3 years – optional, Every 5 years – Mandatory*)

**Aerobic / Cardiovascular Evaluation**

Resting 12 lead (Annually) Stress EKG *with Vo2 value calculated*

**Cancer Screening Elements**

Clinical Breast Examination

Mammogram – *Annual beginning at age 40*

Pap Smear

Testicular Exam

Digital Rectal Exam

Fecal Occult Blood Testing

Bladder Cancer

Colonoscopy (Discuss with Dr.)

Prostate Specific Antigen (PSA): *Annual on all male uniformed personnel who have a positive family history of prostate cancer or are African-American beginning at age 35. All male uniformed personnel beginning at age 40.*

**Immunizations and Infectious Disease Screening**

Hepatitis A Vaccine

Hepatitis B Virus Vaccine

Hepatitis C Virus Screen

Tuberculosis Screen (Annual PPD)

Tetanus/Diphtheria Vaccine (Booster)

Measles, Mumps, Rubella Vaccine (MMR)

Measles Vaccine

Mumps Vaccine

Rubella Vaccine

Polio Vaccine

Varicella Vaccine

Influenza Vaccine

Human Papilloma Virus (HPV)

HIV Screening (Required to be offered)

**Heavy Metal and Special Exposure Screening**

Arsenic (urine)

Mercury (urine)

Lead (urine)

Lead (blood)

Aluminum

Antimony

Bismuth

Cadmium

Chromium

Copper

Nickel

Zinc

Organophosphates (RBC cholinesterase)

Polychlorinated Biphenyls (blood)

**Optional Screens:**

Testosterone: Total

Testosterone: Free

Thyroid (TSH)

Electron Beam Tomography (EBT)

**Reporting of biometric data**

Please provide your patient with the following information to input into their confidential medical file.

Blood Pressure \_\_\_\_\_ / \_\_\_\_\_

Total Cholesterol \_\_\_\_\_

HDL \_\_\_\_\_

LDL \_\_\_\_\_

Triglycerides \_\_\_\_\_



Glucose\_\_\_\_\_Fasting/Non-fasting

Waste Girth\_\_\_\_\_

Hip Girth\_\_\_\_\_

After probation, the first annual medical exam will include the Heavy Metal Testing as outlined in the Firefighter Cancer Support Network document. Following annual medical exams do not require the heavy metal testing (nor recommended) unless specified by your physician. Your physician will also determine what tests are need for your annual physical



## Pullman Fire Dept Firefighter Cancer Support Network

"Together We Can Make a Difference"

The following is the standard physical examination protocol recommended by firefighting industry standards.

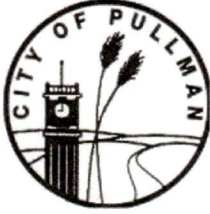
For additional information regarding fire service annual medical evaluations see NFPA 1582 (sections 7.5 through 7.7) and the IAFF/IAFC Wellness Fitness Initiative (WFI) Chapter 2

| <i>- For Physician Use Only -</i>             |       |   |                |
|---|-------|---|----------------|
| <b>WELLNESS MEDICAL EXAMS</b>                 |       |   |                |
| Complex Preventive Medical Exam < 40 yrs old  | 99395 | Initial Comprehensive Medical Exam-New pt 40+ yrs | 99386          |
| Complex Preventive Medical Exam 40 + yrs old  | 99396 | Initial Comprehensive Medical Exam-New 19-39 yrs  | 99385          |
| Established Review                            | 99213 | Other:  |                |
|   |       |   |                |
| <b>FIREFIGHTER EXAM LABS</b>                  |       |   |                |
| Comprehensive Metabolic Panel (CMP)           | 80053 | Complete CBC, Automated (to include)              | 85025          |
| Albumin Potassium                             |       | HGB WBC & Platelet Count                          |                |
| Bilirubin; Total Protein; total               |       | HCT Automated Differential WBC                    |                |
| Calcium; Total Sodium                         |       | RBC   |                |
| Carbon Dioxide (bicarbonate) Transferase      |       | Urinalysis with Microscopy                        | 81001          |
| Chloride (ALT)(SGPT) & transferase            |       | PSA, Total (males — all ages)                     | 84152          |
| Creatinine Aspirate Amino (AST)(SGOT)         |       | HEP C/A/B   | 86803          |
| Glucose Urea Nitrogen (Bun) Incl VAP          |       | (optional) HIV                                    | 86703          |
| Phosphatase Triglycerides                     |       | (optional) Thyroid TSH                            | 84443          |
| Alkaline CR protein; High sensitivity         |       | (optional) Testosterone; total                    | 84402<br>84403 |
| Hemaglobin A1C (diabetes screen)              |       | Bilirubin: Direct                                 | 82248          |
| <b>WELLNESS PROCEDURES</b>                    |       |   |                |
| Chest X-Ray 2 View                            | 71020 | Resting EKG                                       | 93000          |
| Pulmonary Spirometry/NO BRONCHDILATOR/NO DIFF | 94010 | Maximal Treadmill Stress Test/CLINICAL            | 93015          |

\_\_\_\_\_  
Physician's Signature

\_\_\_\_\_  
Healthcare Facility (please print)





CITY OF PULLMAN  
FIRE DEPARTMENT  
620 S. Grand Ave., Pullman, WA 99163  
(509) 332-8172 Fax (509) 332-  
4460 [www.pullman-wa.gov](http://www.pullman-wa.gov)

## Medical Clearance Form

Updated 10-5-16

Dear Doctor:

\_\_\_\_\_ will be taking a medical physical as required by the Pullman Fire Department for the position of firefighter. This form acknowledges that the patient can satisfactorily perform all the duties as outlined in their assigned job description.

Under the job description provided by the Pullman Fire Department, this individual:

[     ] is medically cleared with no restrictions for the firefighter position described above

[     ] is medically cleared with limited restrictions for the firefighter position described above. This allows the employee to work a light duty role with limitations.

Explain: \_\_\_\_\_

[     ] is **NOT** medically cleared for any firefighter position (light or full) described above

Explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Employee Notification

I certify that the above named individual for whom this medical clearance is provided has received a copy of this recommendation:

Physician Signature \_\_\_\_\_ Date \_\_\_\_\_

Physician Name: \_\_\_\_\_ Physician Phone Number: \_\_\_\_\_

Physician Address: \_\_\_\_\_

Return the signed form to the Pullman Fire Department to 620 S. Grand, Pullman, WA 99163.

## ARTICLE 45 – USE OF IAFF LOGOS

1. The City will agree to treat an employee's request to place a union logoed item in a private or shared City workspace in the same manner as any other nonunion logoed item. The City agrees that it will provide a written explanation should it decide to disallow a Union logoed item.
2. The City agrees to not unilaterally change any current use of Union logoed items without completion of the bargaining process. A list of these current uses displaying the IAFF logo is as outlined:
  - a) Mugs
  - b) Coasters
  - c) Toothpick dispenser
  - d) Kitchen tabletop
  - e) Announcements on fridge with magnet
  - f) Locker decoration stickers
  - g) Radio Harnesses'
  - h) Patch on patch board
  - i) Metal sign in shared workspace
  - j) Mouse pads in shared workspace
  - k) IAFF Charter in shared workspace
  - l) Pens in shared workspace
3. The parties agree the Union can place wall signs at issue in this matter in a shared workspaces. Signs to be hung by the City building and facilities crew, with input from the Union principal officers.
4. The City agrees to allow employees to wear radio holsters which have the union logo stamped in the holster consistent with current practices.

## ARTICLE 46- RESCUE TASK FORCE

The fire department has agreed to research, develop and fund the rescue Task Force program as outlined in a draft policy (SOP 5.02 Rescue Task Force). This policy outlines the formation of response teams into warm zones, the personal protective equipment that will be supplied to members on duty, the training of all members, and various other components.

## ARTICLE 47 – TEMPORARY APPOINTMENTS

When the fire department and IAFF Local 1892 declare a need to temporarily fill a position/s with a qualified individual able to work duty shifts due to a temporary leave of absence, over 2 consecutive months, created by injury, illness, surgery, or other elongated time off, the guidelines below will be followed:

1. The IAFF Local 1892 shall be notified of the request of filling a temporary absence and the nature of the absence.
2. IAFF Local 1892 will review the request and agree or refuse the temporary hire position on a case by case basis. Union will provide reason/s for refusal if request is denied.
3. The department shall select an individual from the active duty fire reserves that meets the department's needs and qualifications, and who is willing to accept the temporary appointment.
4. The temporary appointee shall be paid on an hourly basis at the rate of an entry level step 1 firefighter and will not be eligible for benefits such as insurance, annual leave, or paid holidays.
5. A temporary appointment shall not exceed 4 months. The temporary hire will not continue past the original absence being filled. Should the temporary appointment be necessary past 4 months, steps 1 and 2 above will be utilized to either appoint a new temporary hire or continue with the existing member.
6. Temporary appointments may not be used to avoid or delay filling vacant positions

#### ARTICLE 48 – VOLUNTARY TRAINING TRAVEL TIME

1. Members attending voluntary training who are requesting department assistance via "training time-off", tuition, travel expenses, etc. may enter into an individual agreement with the Fire Chief to adjust their assigned workdays within the same FLSA period that the training and/or travel for training is scheduled in.
2. Regardless of the final shift schedule for the member, they will be considered on shift for all scheduled dates and hours.
  - a) Members will report to their assigned station outside of identified travel times.
    - i) Example: Members traveling for 6 hours will be on duty and responding to calls for the remaining 18 hours.
3. Article 23 – Vacation rules will remain in effect.
4. Members requesting training travel compensation must apply for the training, and the travel compensation, at least 8 weeks prior to the impacted FLSA beginning.



#### ARTICLE 49- TERM OF AGREEMENT.

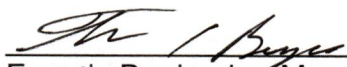
This Agreement shall be for a period of Three (3) years until December 31, 2026. In the event a new contract is not approved by December 31, 2026, this contract will remain in effect until such time as a new contract is ratified by both parties.

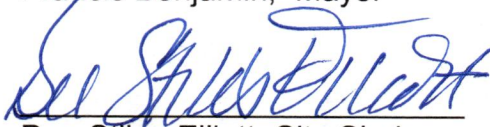
#### ARTICLE 50- SAVINGS CLAUSE.

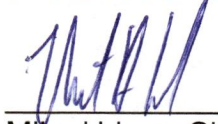
If any provisions of this Agreement or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in effect.

IN WITNESS HEREOF, we hereunto attach our signatures this 15 day of May, 2024.

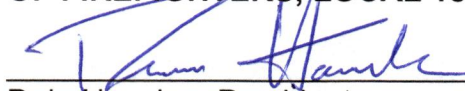
#### **CITY OF PULLMAN**


  
Francis Benjamin, Mayor

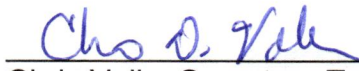
  
Dee Stiles-Elliott, City Clerk

  
Mike Urban, City Administrator

#### **INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1892**

  
Dain Houske, President

  
Reed McPherson, Vice President

  
Chris Volk, Secretary-Treasurer

## APPENDIX A

### Wages Beginning January 1, 2024 (6.0% increase)

|                     | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> |
|---------------------|---------------|---------------|---------------|---------------|---------------|
| Fire Marshal        | \$8033        | \$8,435       | \$8,856       | \$9,299       | \$9,764       |
| Captain             | \$8033        | \$8,435       | \$8,856       | \$9,299       | \$9,764       |
| Lieutenant          | \$ 7073       | \$7,427       | \$7,798       | \$8,188       | \$8,597       |
| Deputy Fire Marshal | \$ 7073       | \$7,427       | \$7,798       | \$8,188       | \$8,597       |
| Firefighter         | \$ 6229       | \$6,540       | \$6,867       | \$7,211       | \$7,571       |

## APPENDIX B

### Definitions

Confidential Employee – Any person whose duties as deputy, administrative assistant, or secretary necessarily imply a confidential relationship to the executive head or body of the applicable bargaining unit.

Regular Full-Time – A regular full-time employee is one who is hired for an indefinite period and regularly works a minimum of forty (40) hours per week (or an average of fifty (50) hours per week for firefighters), is eligible to receive the City's full benefit package, and has successfully completed his/her trial period.

Regular Part-Time – A regular part-time employee is one who is hired for an indefinite period, and regularly works less than forty (40), but at least twenty (20) hours per week; has successfully completed his/her trial period; and, unless covered by contractual agreement, is eligible to receive City benefits on a pro-rata basis as follows:

1. A part-time regular employee who is normally scheduled to work 20-29 hours per week is eligible to receive one-half (1/2) benefits;
2. A part-time regular employee who is normally scheduled to work 30-39 hours per week is eligible to receive three-quarter (3/4) benefits.

Trial Employee – A trial employee is a regular full-time or regular part-time employee, who has not completed his/her "trial period" in a regular full-time or regular part-time position and been certified to regular employment status. Unless otherwise specified, when regular employees are referred to in these policies, they shall include "trial employees."

Trial Period – It is the policy of the City that all new regular full-time and regular part-time employees be carefully monitored and evaluated for an initial introductory period of one (1) year. The introductory or trial period will be used to assess the new employee's suitability for the position. During the trial period, new employees should be evaluated as provided for in the Performance Appraisal section of the City of Pullman Personnel Policies and Procedures. A new employee may be terminated at any time during the trial period when it becomes apparent he/she is unable to perform the job in a fully satisfactory manner. The trial period may be extended by the number of actual work days missed whenever an excused leave of absence without pay exceeds thirty (30) days.