

AGREEMENT

By and Between

City of Vancouver

and

Fire Command Officers

Local 4378

January 1, 2009 – December 31, 2009

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FIRE COMMAND OFFICERS AGREEMENT

The City of Vancouver and the Fire Command Officers Local 4378 recognize that the public interest requires the efficient and uninterrupted performance of Fire Department services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to that objective. This agreement is an attempt to put in writing wages, hours, and other conditions of employment. For purposes of this agreement, the term "Chief" means the Fire Chief or his or her designee.

1. Local 4378 Representation

- 1.1 The employer recognizes the Local 4378 as the exclusive bargaining agent for all battalion chiefs.
- 1.2 The employer and the Local agree that questions of Local representation that may arise shall be resolved in accord with rules of the Washington State Public Employment Relations Commission (PERC) and in accord with local, state or national statutes and rules.
- 1.3 The Local shall inform the employer in writing of the names of its officers who are accredited to represent it, which information shall be kept up-to-date at all times.

2. Nondiscrimination

The employer and the Local agree that they will not discriminate unfairly against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, mental or physical disability which is subject to reasonable accommodation, sexual orientation, or any other criteria established by state or federal statutes, rules or regulations.

3. Rights of Management

The right to manage the municipal corporation is vested exclusively in the employer and such right includes but is not necessarily limited to the right to organize, schedule hours, staff, assign work and direct the work force; to set standards of service to be offered to the public; to introduce any and all new, improved and automatic methods or equipment in order to improve efficiency and to reduce costs, and to assign employees within the bargaining unit in accordance with such improvements and cost reduction methods, provided that safe working conditions are maintained; to take other disciplinary action for reasonable or just cause in accordance with Civil Service rules and regulations; to take action as may be necessary in emergencies (i.e., natural disasters or catastrophes); to require medical and/or psychological examinations to determine fitness for duty; and to make and enforce rules and regulations. Except as specifically modified by or treated in this agreement, all policies, matters,

questions and terms affecting unit employees in their employment relations with the employer shall be governed by such rules, policies, and procedures as the employer, from time to time, may implement. The employer agrees that the Local will have an opportunity prior to implementation to provide comments and suggestions concerning the new departmental rules and regulations.

4. Work Week, Hours of Work, Shifts

- 4.1 For 24-hour, three platoon shift personnel, the hours of duty shall be established by the employer so that the weekly hours of duty shall average 48 hours per week on an annual basis, with a kelly day every seventh shift, taken on either Saturday or Sunday.
- 4.2 A battalion chief may be placed on a 40-hour per week schedule on a temporary basis for administrative assignments. Administrative assignments are to be by mutual agreement between employee and employer. Employees may take paid days off (PDOs) while on a 40-hour per week schedule with the approval of their supervisor. This 40-hour per week schedule will not interfere with approved prescheduled PDOs.
- 4.3 Employees who are placed on a 40-hour per week administrative assignment for 30 days or more shall, for purposes of leave accrual, be treated as follows:

PDO and Sick Leave Balance and Accrual

As an employee moves between 24-hour shift work and a 40-hour work week, leave balances and accruals shall be adjusted as follows:

A. *Leave Accrual*

PDO Accrual - the employee's PDO balance shall be converted to that of a 40-hour per week employee, by multiplying his/her balance by a factor of .68. The employee will then accrue PDOs at the appropriate 40-hour week accrual rate, given his/her years of service.

Once the administrative assignment ends, the employees PDO balance shall be converted back to that of a 24-hour shift employee, by multiplying his/her balance at the end of the administrative assignment by a factor of 1.471. Partial months shall be prorated on a daily basis for purposes of PDO leave accrual.

STD Accrual (LEOFF II only) - The employee's STD balance shall be converted to that of a 40-hour per week employee, by multiplying his/her balance by a factor of .825. The employee will then accrue STD at the rate of 19.6hours per month. Once the administrative assignment ends, the employee's STD balance shall be converted back to that of a 24-hour shift employee, by

multiplying his/her balance at the end of the administrative assignment by a factor of 1.212. Partial months of administrative assignment shall be prorated on a daily basis for purposes of STD leave accrual.

B. *Holidays*

24-hour shift employees working a 40-hour work week on administrative assignment shall be allowed holiday leave as outlined in Article 5.3 during their administrative assignment.

C. *Kelly Days*

24-hour shift employees working a 40-hour work week on administrative assignment shall not be granted Kelly days during their administrative assignment.

5. Leave Time

5.1 PDO Leave Accruals

For 24-Hour Shift Employees:

During Year of Service	Paid Shifts off Per Year	Accrual Rate Per Month	Maximum Accumulation
1-5	11 Shifts	22 Hours	824 Hours
6-10	12	24	824
11-15	14	28	824
16-20	15	30	824
Over 20	18	36	824

For 40-Hour Work Week Employees:

During Year of Service	Paid Shifts off Per Year	Accrual Rate Per Month	Maximum Accumulation
1-5	22 Shifts	14.67 Hours	560 Hours
6-10	25	16.67	560
11-15	28	18.67	560
16-20	31	20.67	560
Over 20	35	23.33	560

A maximum of eight (8) shifts or 131 hours for 40 hour employee - per person are allowed to be sold back per year at regular base rate. Provisions for cashing out vacation will follow City policy.

5.2 Sick Leave Accruals (STD)

Employees hired after October 1, 1977, shall accrue short-term disability at the following rates:

- A. 24-hour employees - accrual shall be 24 hours per month to a maximum accumulation of 1,890 hours.
- B. 40-hour per week employees - accrual shall be 19.6 hours per month to a maximum accumulation of 1560 hours.

5.3 Holidays

24-hour shift personnel are not granted holidays off. Eight recognized holidays are incorporated in to the PDO leave accrual schedule.

The following days are recognized as "legal" paid holidays:

New Year's Day -- January 1
President's Day -- Third Monday in February
Memorial Day -- Last Monday in May
Independence Day -- July 4
Labor Day -- First Monday in September
Thanksgiving Day -- Fourth Thursday in November
The day immediately following Thanksgiving Day
Christmas Day -- December 25

40 Hour Work Week Holidays

Any employee who is on authorized sick leave or approved PDO leave when a holiday occurs will receive the equivalent of a day's pay for that holiday and will not have their sick leave or PDO accrual charged.

5.4 *LEOFF-II Time Loss Guarantee*

- A. In the event an employee covered under the provisions of LEOFF Plan-II suffers a work related disability, and is unable to work their regular or light duty assignment, the employer shall supplement the employee's benefits under worker's compensation such that the employee shall receive their full base salary for the period of disability as determined under worker's compensation, but not to exceed six (6) months. The employee's accrual rates for PDO, STD and insurance benefits shall continue as if the disability had not occurred.

- B. Such supplement shall be made only to the extent that the employee's STD balance available during such period, when combined with benefits paid under worker's compensation, results in the employee receiving less than their full base salary during such period.
- C. Any employee who is disabled while engaging in a rescue or life saving situation while off duty will receive the benefits provided under this article, provided that such situation did not occur while self employed or in the employ of another where the scope of such employment would potentially involve such actions.

5.5 *Light Duty - LEOFF II Employees*

The employer shall require light duty to be performed by any employee whose injury is the result of an on-the-job injury, subject to the approval of and limitations determined by the employee's treating physician. Employees injured off the job are not required to perform light duty; however, they may request to do so.

6. Rates of Pay

6.1 *Hourly Rates*

The hourly rate of the forty hour employee will be the monthly base rate multiplied by twelve months and divided by 2080 hours. For 24 hour shift personnel, the hourly rate of the employee will be the monthly base rate multiplied by twelve months and divided by 2520 hours.

Formula for 2520 hours ~ $52 \times 48 + 1 \text{ shift} = \text{max } 2496 + 24 = 2520$

Effective January 1, 2006:

The salary schedule for Battalion Chief will be adjusted by 2.4% (100% Portland CPI-W, second half 2004 to first half 2005), and 4.35% market adjustment. The employer will pay \$35.00 each month into an eligible member's flexible spending account or deferred compensation account.

Effective January 1, 2007:

The salary schedule for Battalion Chief will be adjusted by 2.8% (100% Portland CPI-W, second half 2005 to first half 2006). The employer will pay \$35.00 each month into an eligible member's flexible spending account or deferred compensation account.

For 2008:

Effective January 1, 2008, the City included an increase in wage in the amount of \$35.00. The City's contribution in the amount of \$35.00 to an employee's flexible spending account or deferred compensation account simultaneously ceased.

The parties agree to retain the existing 21.5% spread between the base wage for top step Battalion Chief (without competency) and step four Captain (without competency) base wage.

For 2009:

Local 4378 accepts the sick leave accrual increase in Article 5.2 in lieu of a 2009 CPI increase.

Longevity Pay

A Battalion Chief with 20+ years of service will receive 8% of top step firefighter (without competency).

A Battalion Chief with 15 years of service will receive 6% of top step firefighter (without competency).

Effective January 1, 2009

	Step 1	Step 2	Step 3	Step 4	Step 5
Battalion Chief(with 20 yrs)	7,773	8,138	8,521	8,923	9,345
Battalion Chief (with 15 years)	7,652	8,017	8,400	8,802	9,224

7. Overtime

7.1 In the event the need for overtime should arise, overtime will be compensated according to the following schedules. Overtime will be calculated to the nearest tenth of an hour.

A. Shift overtime will be paid at time-and-one-quarter.

B. All other overtime will be paid at time-and-one-half.

7.2 C. 40-hour per week employees will be paid at the same rate as above (i) in excess of 40 hours per work week, or, (ii) outside the employee's normal assigned work schedule.

- 7.3 By mutual agreement of the employer and employee, compensating time off at the applicable premium rate may be arranged in lieu of overtime or callback pay. Compensating time off may accumulate not to exceed One hundred and twenty (120) hours. Use of compensating time off may be scheduled as mutually agreed by the employer and employee and will be taken in 12 hour blocks.

When an employee is off work, and when their absence and/or the absence of other employees results in the need to hire back, battalion chiefs will be given the first opportunity to be hired back to fill the vacant battalion chief position.

In the event other employees holding the rank of battalion chief either refuse the opportunity or cannot be reached, the department will fill the vacant slot by working a captain out of class and following the usual procedures for determining the hire back. Alternatively, a deputy or division chief may work a partial or full shift for a battalion chief. In such cases, the deputy or division chief will have satisfied all training requirements developed between the Local and management prior to working the assignment.

In the event employee absences do not result in the need to hire back, usual procedures for assigning employees out of class will apply.

8. Duty Chief

As determined by the Fire Chief, duties of battalion chief may include participation in the rotation as On-call Duty Chief, prescribed in Administrative Guide titled Duty Chief Responsibilities and Chief Officer Call Back. In this rotation, each administrative chief officer is responsible for one week (seven days) of coverage in each rotation. The six battalion chiefs, however, collectively share the responsibility for one week in each rotation. Should the battalion chief serving in this capacity deem it appropriate to respond, they will be compensated at the overtime rate of one and one half times normal base pay for the duration of that response.

9. Medical Examinations

- 9.1 The employer has the right to require medical/physical or psychological examinations by a licensed practitioner of all employees covered by this agreement to assure that they continue to meet the requirements for the position as set forth by the local pension board and/or department rules and regulations. The employer recognizes and respects the employee's right to privacy of personal medical/family history information which is not related to the employee's ability to perform the job. When requiring an examination, the employer shall request only information which is reasonably necessary to determine the employee's ability to perform their

job, any appropriate restrictions of duties, and the likely duration of any such restrictions and the probable date of return to duty. The chief shall request that the practitioner recommend corrective measures to be taken by the employee to improve the health and/or physical condition which impairs the employee's ability to perform their job. The chief may direct the employee to follow the corrective measures.

- 9.2 If an employee is required by the employer to have an examination under this article:
- A. Such examination shall be at the employer's expense.
 - B. Actual time spent, including travel time, as authorized by the employer, shall be considered work time and paid at time and one-half times the employee's base rate of pay if the examination is on a day which would otherwise have been a day off.
- 9.3 If an employee is injured, and the employer requires the employee to be evaluated for fitness for duty prior to returning to work, the evaluating physician will consult with the employee's private physician in the process of making that evaluation.

10. Employee Insurance

- 10.1 It is understood that minor types and levels of benefits available from the City's health plan carriers may be changed from time to time by the carrier. The City acknowledges that any changes in Health Providers that are a mandatory subject of bargaining would be negotiated.
- 10.2 Each employee shall be enrolled in the city's group term life and accidental death and dismemberment insurance policy in an amount equal to one-time annual base salary, not to exceed \$100,000, rounded to the next higher multiple of \$1,000. In addition, employees shall have the option of choosing dependent and/or additional life insurance on a payroll deduction basis.
- 10.3 For the term of this contract, employees and their eligible dependents will have the option of selecting medical and dental coverage from two medical and two dental offerings that meet legal and contractual obligations. Any employee who provides evidence of coverage in another group health plan may select to opt out and receive taxable cash in lieu of City paid medical and dental coverage. The amount of the cash in lieu of City coverage will be determined by the City.
- 10.4 Effective January 1, 2009, all employees with dependent coverage will pay \$61.00 per month toward the medical premiums. All employee premiums will be paid using pre-tax dollars under the City's flexible benefits plan unless and employee notifies Human Resources and elects

to waive the premium through the flexible benefits plan.

The City will pay 100% of the employee and eligible dependent cost for selected dental insurance.

For 2008, the parties agree to a Contract re-opener (following resolution of Local 452 contract) for wages (including employer's contribution into a flexible spending account or deferred compensation account); benefits; and sick leave buy-back.

- 10.6 All employees will have the option of participating in Flexible Spending Accounts (FSAs) for reimbursement of medical cost, dependent care costs and eligible premium sharing cost.
- 10.7 In negotiation of the January 1, 2009 – December 31, 2009 agreement, members will be required to purchase long term disability insurance as provided through the City. The premium amount will be added to the members' earnings and deducted after taxes from the members' paycheck. Rates will be adjusted as necessary to include changes in the premiums or the plan.

Retirement Plan

All eligible employees and the employer shall participate in the Washington State Law Enforcement Officers and Fire Fighters (LEOFF) Retirement System to the extent provided by Washington state law.

Employees may participate, at their option and cost, in the deferred compensation programs sponsored by the City, currently ICMA and ING.

All eligible employees must participate in the retiree health savings plan, HSA VEBA, with the City making agreed-to contributions on behalf of eligible employees.

11. Physical Fitness program

- 11.1 Participation in the physical fitness program as mutually set up by the Local and the City shall be mandatory. The City and the Local shall meet at least annually to continually evaluate the program.

All information gathered as a result of the pre-screening and wellness testing process shall remain confidential between the medical and/or other service provider and the employee. Neither the city nor the Local shall have any right of access to the information.

12. Grievance Procedure

- 12.1 For purposes of this agreement, the term "grievance" means any dispute between the employer and the Local or an employee concerning the

application or interpretation of the terms of this agreement. Employees shall have access to Local 4378-Labor Relations Committee prior to advancing a grievance through the formal grievance procedure.

12.2 Procedure

- A. If a grievance is to be advanced under this procedure, it shall be presented by the grievant(s) to the Fire Chief within twenty-one (21) days from the date of the alleged breach or violation of this agreement. The grievance shall be reduced to written form by the grievant(s) and shall:
- (1) Fully describe the grievance and how the grievant(s) was/were affected.
 - (2) Set forth the section(s) of the agreement allegedly violated and state the specific nature of the violation.
 - (3) Indicate the date(s) of the incident(s) grieved.
 - (4) Specify the remedy or solution to the grievance sought by the grievant(s).
 - (5) Identify the grievant(s) and be signed by the grievant(s).
 - (6) Specify whether the grievance procedure should begin at step 1 or step 2.

The grievant(s) may be accompanied by the Local representative in presenting the written grievance to the Fire Chief.

Step 1: The parties will use an interest based problem solving process to resolve the issues identified in the grievance. The process will include all individuals necessary and with authority to reach a resolution. Any resolution of the grievance will be in writing and signed by the parties. If the grievance is not resolved in 21 days, the grievance shall automatically advance to step 2.

Step 2: The Fire Chief shall conduct a meeting with the grievant(s) and the Local representative. The Fire Chief shall make a decision on the matter, in writing, within twenty-one (21) days of receipt of the grievance. Copies of the decision shall be mailed or hand delivered to the grievant(s), the Local, and the City Manager.

Step 3: If the grievance remains unresolved after the decision has been rendered by the Fire Chief, the grievant(s) shall, by letter, deliver the grievance to the City Manager or their designated representative within fourteen (14) days after receipt of the decision reached in Step 2, above. The City Manager or their designate shall conduct an investigatory hearing with the appropriate parties within fourteen (14) days of receipt of the written grievance and shall render their decision within fourteen

(14) days of such hearing, with copies to the grievant(s), the Local, and the Fire Chief.

- B. If the grievance is not settled in Step 3, the Local may request arbitration of the grievance within twenty-one (21) days after receipt of the decision of the City Manager, or their designate, as hereinafter provided. In cases involving a dispute that is reviewable under both the grievance procedure and the Civil Service, the Local will not proceed to arbitration unless the grievant(s) waives the right to proceed before the Civil Service Commission.

The parties shall mutually select a disinterested third party to serve as arbitrator. In the event the employer and the Local are unable to agree on an arbitrator, an arbitrator shall be selected by the process of alternately striking from a panel of eleven arbitrators requested from the Public Employment Relations Commission (PERC) selected from OR or WA or the Federal Mediation and Conciliation Service (FMCS). The Local shall strike the first name. The request to PERC or FMCS shall state the general nature of the issue and ask that the nominee be qualified to handle the type of issue involved. The City and the Local will jointly share the fee for selection and services of an arbitrator. The arbitrator shall render a decision as promptly as possible. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the employer and/or the Local, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of this agreement. A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties. The expenses and fees incumbent to the services of the arbitrator shall be split equally between the parties. Loser pays the arbitrator's fee but each party is responsible for their own costs including attorney and witness fees.

- 12.3 Failure by the grievant(s), or their representative, to advance the grievance within time limits stipulated in this article shall constitute abandonment of the grievance. The parties may mutually agree in writing to extend the time limit for a given step for a stated period of time. Failure by the employer to reply in a timely manner constitutes a denial of the grievance, unless both parties have agreed to an extension of the time line.

13. Tuition Reimbursement

The employer shall establish a tuition reimbursement account in the Fire Department budget in the amount of \$3,400 for each year of this agreement. The department and the Local shall develop and monitor a program for the disbursement of these funds to eligible Local members.

The Fire Chief or their designee shall review and determine whether or not a course directly relates to the fire service and/or public administration either on its own merit or can be used to obtain a degree. During the term of this agreement, either party may notify the other in writing of its desire to reopen this agreement on the issue of tuition reimbursement. Upon such notice being given, the duly authorized representatives of the parties shall meet for the purpose of negotiating with respect to tuition reimbursement. All other provisions of this agreement shall remain in full force and effect.

14. Separability Clause

In the event that any provision of this agreement shall be determined to be illegal or in violation of any federal or state law or regulation, whether by judicial or administrative determination, that portion of the contract shall be deemed excised from this agreement and all other portions unless dependent upon the excised portions shall remain in full force and effect.

15. Non-Reduction of Wages and Working Conditions

The parties hereto agree that the wages and working conditions in effect and now being paid to and enjoyed by the members of the Local shall not be reduced in view of the provisions of this agreement, provided, however, that nothing in this article shall be construed as limiting management's rights pursuant to Article 3, above.

16. Successor Clause

This agreement and all amendments which are attached shall be binding upon the successors of the city and the Local, and no provisions, terms or obligations contained in these documents shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party.

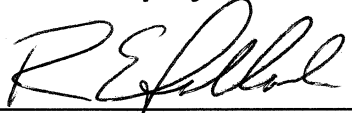
17. Termination and Renewal

17.1 This agreement is effective January 1, 2009, and shall remain in full force and effect through December 31, 2009, and shall be automatically renewed thereafter upon each anniversary of said date unless written notice to the contrary is given by either party as set forth in 17.2, below.

17.2 Pursuant to the provisions of RCW, Chapter 41.56, the employer agrees to commence negotiations with the Local not later than June 1 of any calendar year wherein the Local notifies the employer of intent to reopen the agreement on the anniversary date in order to modify wages, hours, and other terms and conditions of employment for the employees covered by this agreement.

Dated this 27th day of April, 2009.

For the Employer



Royce E. Pollard, Mayor



Patrick McDonnell, City Manager




Don Bivins, Fire Chief




Elizabeth Gotelli, HR Director

For the Local




Terry Sott, Local 4378



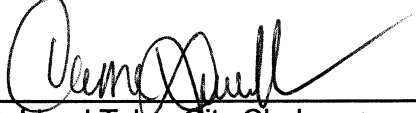
Kevin Griffie, Local 4378

Approved as to form:



Ted H. Gathe, City Attorney

Attest:



R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

APPENDIX A

Fire Command Officers –Local 4378

Payoff of Unused Sick Leave - LEOFF II

Payoff of Unused Short-Term Disability - Any employee listed below who separates from the employer in good standing shall be paid a sum equal to fifty percent (50%) of their sick leave balance.

Listing of LEOFF II Employees Eligible for Sick Leave Payoff

Walker, Dennis
Yung, Gerald