

AGREEMENT

By and Between

City of Vancouver

and

IAFF Local 452 - Fire Marshal's Office

January 1, 2009 December 31, 2010

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IAFF LOCAL 452 - FIRE MARSHAL'S OFFICE AGREEMENT

The City of Vancouver and the Union, IAFF Local 452, 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.

The City of Vancouver and the Union agree that the provisions of this agreement shall be applied equally to all employees covered hereby without regard to age, sex, race, creed, religion, color, national origin, marital status, pregnancy, veteran status, the presence of any physical, mental or sensory disability, or perceived or actual sexual orientation, unless such would prohibit performance of a qualifications standard that is job related and consistent with business necessity or necessary to prevent a direct threat to health and safety.

1. Union Representation

- 1.1 The employer recognizes the union (Local 452) as the exclusive bargaining agent for the classifications, assistant fire marshals, deputy fire marshal 1 and 2 classifications, public education coordinators, occupational health and clinical quality improvement coordinators, and fire protection engineers.
- 1.2 The employer and the union agree that questions of union 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.

2. Rights of Management

- 2.1 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); 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 union will have an opportunity prior to implementation to provide comments and suggestions concerning the new departmental rules and regulations.

3. Union Security

- 3.1 All employees who are covered by this agreement shall be members of the union or pay their fair share of the costs of negotiating and administering the contract and other permissible fair share assessments to the union. Religious exemptions shall be handled per state law. The employer will deduct such dues/fees from the wages of these employees and forward them to the union each month.
- 3.2 The fire department shall establish a seniority list of all employees covered by this agreement and it shall be brought up-to-date on January 1 of each year and immediately posted thereafter on the bulletin boards in each station for a period of not less than thirty (30) days. A copy of the seniority list shall be provided to the union president or his/her designee. Any objections to the seniority list, as posted, shall be reported to the fire chief or his/her designee and corrected by him/her if found to be in error.
- 3.3 The Union shall indemnify and hold harmless the employer against any and all claims, suits, judgments or liability arising from this Article for actions taken by the City in good faith.

4. Union Representatives and Union Activities

- 4.1 The union 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. Only persons so designated will be accepted by the employer as representatives of the union.
- 4.2 Union activities shall not interfere with the day-to-day activities of the fire department. The City does not condone but will allow deminimis use of City owned resources in the performance of union activity.
- 4.3 New employees will be given an orientation class during the first month of employment, not to exceed two hours in duration, regarding the bargaining agreement and union membership. Such orientation will be given by an accredited officer of the union.
- 4.4 Employees who are union officials or designated representatives shall be granted time off without suffering a loss of pay for investigating grievances and other union business as approved by the chief of the department or his/her designee.
- 4.5 The bargaining unit shall be granted time off with pay for conducting union business provided that the total schedule time off for such representatives shall not exceed forty (40) hours per year. Union leave shall utilize the same request and approval process as other forms of scheduled leave.

5. Work Week, Hours of Work, Shifts

- 5.1 The work period is defined as the period between 12:01 a.m., Sunday through 12:00 midnight the following Saturday, unless otherwise determined for specific employees. The normal assigned work week shall be five (5) consecutive days of eight (8) consecutive hours, excluding lunch periods, followed by two (2) days of rest; not to exceed forty (40) hours of work in the work week. The days for the normal work week shall be Monday through Friday. The day of work shall be defined as that day on which the shift starts. Other work schedules may be determined by mutual agreement of the union and the employer.

Normal shifts shall be as follows:

Five Eight-Hour Shifts

Four Ten-Hour Shifts

Day Shift -8:00 a.m. to 5:00 p.m.

Swing Shift -1:00 p.m. to 10:00 p.m.

One Deputy Fire Marshal may be designated to work swing shift each week as assigned and determined by the Fire Marshal. The union and the department shall work together to identify the preferred method of how the swing shift assignment is to be made by management.

- 5.2 *Rest Periods* Each employee shall be given a 20-minute paid rest period in the first half of the working shift and a 20 minute paid rest period in the second half of the working shift, and an unpaid thirty minute (30) lunch period during the shift.

6. Strikes, Work Stoppages and Work Slowdowns

- 6.1 The employer and the union signatory to this agreement agree that the public interest requires the efficient and uninterrupted performance of all city services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, the union and/or the employees covered by this agreement shall not cause or engage in any work stoppage, strikes, slowdown or other interference with employer functions, nor shall the city institute a lockout.
- 6.2 In the event that a strike, boycott, slowdown, mass sick call, work stoppage or other interruption of work occurs during the life of this agreement, the employer shall notify the union of the existence of such activity and request information from the union as to whether or not the activity has been authorized. The union, after immediately responding to the employer's request, will then proceed to make every reasonable effort to terminate the work interruption activity and induce the employees concerned to return to work so that service to the citizens of the city of Vancouver will not be affected. Employees shall not earn any benefits or wages whatsoever while they are engaged in such actions. In addition, employees who engage in or encourage such actions shall be subject to discipline and discharge.

7. Medical Examinations

- 7.1 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 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 his/her job, any appropriate restrictions of duties, the likely duration of any such restrictions and the probable date of return to duty. The chief or his/her designee 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 his job. The chief or his/her designee may direct the employee to follow the corrective measures.
- 7.2 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.

8. Rates of Pay

- 8.1 The hourly rate of the employee will be his monthly base rate multiplied by twelve months and divided by 2080 hours. This rate multiplied by eight hours will be the daily base rate; multiplied by forty hours will be the weekly base rate; and multiplied by 173.3 hours will be the monthly base rate.
- 8.2 Rates of pay for employees covered by this agreement and the effective date(s) thereof shall be as set forth in Appendix A.
- 8.3 Employees will receive their annual step increases effective on their anniversary date.
- 8.4 A newly hired or rehired employee is subject to a twelve month probation period. The probation period for new employees will not be extended.
- 8.5 *Callback Pay*
Employees who have completed their regular shift, are on the way home, or at home, and are required to work other than a continuation of their shift, shall be

paid at double their base rate of pay for hours worked. Any call-back shall be for a minimum of two hours, during which time the employer may provide and require work of the employee called back.

Callback Pay for the occupational health and clinical quality improvement coordinator will be compensated at time and one half (1.5) for hours worked outside normal business hours.

8.6 *Overtime Compensation*

The employer will attempt to meet its overtime requirements on a voluntary basis among the employees and in the event there are insufficient volunteers to meet the requirements, the employer may require the necessary employees to work.

- A. Overtime compensation will start anytime an employee is required to work beyond the end of his shift and will be compensated to the nearest quarter hour, at the rate of time and one-half for the first eight hours and thereafter at double time.
- B. Any employee working on his normal day of rest shall be compensated at his base rate plus one-half of his base rate or time and one-half.
- C. In the event an employee is required to come in to attend a night function. Such time will be for a minimum of two hours. If the function is less than the two hour minimum the employee may either request compensation for time attended or work up to the minimum two hours.

8.7 *Shift Differential*

Any employee who works swing shift as defined in article 5.1 shall be paid a shift differential of one dollar and fifty cents (\$1.50) per hour for hours worked.

8.8 *Working Out-of-Class*

An employee who is temporarily assigned the supervisory duties of a higher level position shall be paid at a rate 5% above his/her current rate of pay, provided that each of the following conditions are met:

- A. The position is currently vacant OR the employee normally filling the position is on authorized leave OR the employee normally assigned to the position has been temporarily relieved of his/her regular duties to complete a special project approved by the fire chief or his/her designee.
- B. The employee is formally assigned to perform, and actually performs, duties of the higher job class which are not within the normal duties of the employee's regular job class. Formal assignment must include a written directive from the employee's supervisor.
- C. The employee is so assigned and actually works the assignment for a

period of more than thirty five (35) consecutive working hours. If the employee is so assigned and actually works the assignment for a period of more than thirty five (35) hours, the out-of-class pay shall be retroactive to the first hour of that specific assignment. When an employee assumes the supervisory duties as outlined in this section, this shall not be considered an acting appointment to the position of Fire Marshal.

8.9 *Compensatory Time*

At the employee's option, compensating time off at the applicable premium rate may be accrued in lieu of overtime or callback pay. Compensating time off may accumulate not to exceed forty eight (48) hours.

8.10 *Lead Pay*

An employee who is assigned lead duties shall be paid at a rate 5% above his/her current rate of pay.

8.12 *On Call Status and Pay For Deputy Fire Marshals/Assistant Fire Marshals*

- A. On-call employees shall wear a pager on his or her hours away from work, and shall be available to respond within 30 minutes of receiving a page. The on-call employees have 30 minutes to respond NOT 30 minutes to arrive. On-call employees shall be compensated at a flat rate of \$328.44 per week or \$46.92 per day, for services as described below.
- B. On-call employees may receive telephone calls at home to answer work-related questions. On-call employees shall be compensated for time spent on the telephone at the rate of one-and-one-half (1 1/2) their normal base rate, calculated to the nearest quarter hour, with a one quarter hour minimum. The \$328.44 per week, as described above, is the mechanism for how this compensation is paid.
- C. Three hundred twenty eight dollars and forty four cents is the minimum that shall be paid to on-call employees each week. Employees must track their telephone calls during the week, and employees who spend more time on the telephone than the \$328.44 would cover, at time-and-one-half their normal base rate, shall be compensated for all additional time at the same rate as described above.
- D. No more than one person may be "on call" on any day, unless previously approved by the Fire Chief or his/her designee.

9. Leave Benefits

9.1 *Vacation*

Employees shall accrue vacation in accordance with the schedule in Appendix B, to be used for vacation or personal business.

The employee's vacation account will be credited with the equivalent of six (6) months vacation accrual after the employee's first six (6) months of service. Monthly accrual as set forth in Appendix B shall begin at the end of the seventh month and each month thereafter. An employee with more than six (6) months service with the city shall be paid for all earned and accrued vacation hours at the employee's current rate of pay when he/she terminates employment.

Personal business time off must be approved by the supervisor. Normally at least five working days advance notice of the absence will be required unless mutually agreed upon shorter notice is provided. Vacation scheduling shall be in accordance with departmental practice.

9.2 *Sick Leave*

Employees shall accrue ten (10) hours per month sick leave to a maximum accumulation of 1,024 hours. Employees may use sick leave after they have been employed for three months. Employees must notify their supervisor as soon as possible in the case of unforeseen illness or emergency and request appropriate leave. The employer may require a certificate signed by the employee's doctor indicating the nature of the illness or injury, certifying the employee's inability to perform their job, the inclusive dates of the disability, and/or a medical release to return to work. The employer may also require a medical examination as set forth in 7.1 of this agreement.

If an employee has a balance in excess of 1,024 hours, no monthly accrual will be credited to the sick leave balance until it has dropped below the maximum of 1,024 hours.

10. Military Leave

- 10.1 The employer abides by the provisions of the State laws and City Policy, which stipulates that employees who are members of the National Guard or Federal Reserve military units are entitled to be absent from their duties during each military calendar year (October 1 through September 30) while engaged in the performance of ordered military duty and while going to and from such duty.

11. Other Leaves

- 11.1 A maximum of forty (40) hours bereavement leave shall be allowed when there is a death in an employee's immediate family. Immediate family is defined as spouse, domestic partner, child, mother, father, brother, sister, aunt, uncle, niece or nephew, mother-in-law, father-in-law, brother -in-law, sister-in-law, daughter-in-law, son-in-law, grandparents and grandchildren of the spouse or members of the employee's household. This also includes similar step relatives or members of a domestic partner's family as detailed above.
- 11.2 Bereavement leave in excess of duration defined in 11.2 may be charged to an

employee's vacation account or sick leave account, if applicable under FMLA or as required by law, with the approval of the Fire Chief or his/her designee.

- 11.3 Family leave shall be granted pursuant to the requirements of the Family and Medical Leave Act of 1993, the Washington Family Leave Act, and City of Vancouver Policies.

12. Holidays

- 12.1 The following days are recognized as legal paid holidays for which time off are to be granted:

New Year's Day -- January 1
Martin Luther King's Birthday - Third Monday in January
President's Day -- Third Monday in February
Memorial Day -- Last Monday in May
Independence Day -- July 4th
Labor Day -- First Monday in September
Veterans Day - November 11
Thanksgiving Day -- Fourth Thursday in November
The day immediately following Thanksgiving Day
Christmas Day -- December 25

- 12.2 Any of the above holidays which may fall on a calendar Saturday shall be celebrated on the previous Friday; any of the above holidays which fall on a calendar Sunday shall be celebrated on the following Monday.
- 12.3 Any employee who is on medically authorized sick leave when a holiday occurs will receive eight hours pay for that holiday and will not have his sick leave accrual charged.
- 12.4 Any employee who is required to work on one of the actual holidays as specified in 12.1 shall be paid double his/her base rate for the hours worked plus pay for the holiday.

13. Employee Insurance

- 13.1 Employees covered by this agreement will be provided insurance benefits as follows:
- 13.2 ***Life Insurance***
Each employee shall receive a term life insurance policy in the amount of one times annual base salary, not to exceed \$100,000, rounded to the next higher multiple of \$1,000 double indemnity. In addition, employees shall have the option of choosing dependent and/or additional life insurance on a payroll deduction basis.

13.3 *Medical Insurance & Flexible Spending Account (FSA)*

Employees and their eligible dependents will have the option of selecting medical and dental coverage as developed by the Employee Benefits Committee which shall seek a balance between the continuance of quality coverage and cost containment while meeting legal and contractual obligations.

For 2009/10, employees will contribute \$55 per month (\$27.50 per semi-monthly paycheck) towards the medical premium for employees and their eligible dependents.

All employee premiums will be paid using pre-tax dollars under the City's flexible benefits plan unless an employee notifies Human Resources and elects to waive payment through the flexible benefits plan.

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

13.4 It is understood that the type and level of benefits available from the City's health plan carriers may be changed from time to time by the carrier, and the City shall not have a duty or obligation to negotiate over such changes with the Deputy Fire Marshal's Union. Additionally, the City retains the right to change health plan providers as long as the new plan provides a comparable level of benefits as negotiated in this contract.

13.5 All bargaining unit members will have the option of participating in flexible spending accounts (FSA) for reimbursement of medical costs, dependent care, and premium sharing costs.

13.6 Medical and dental insurance premiums for regular part-time employees shall be paid by the employer, in the same portion as detailed in 13.3 above and pro-rated, based on the employee's budgeted FTE (full time equivalent).

14. Retirement Plan

14.1 All eligible employees and the employer shall participate in the Washington Public Employees Retirement System (PERS) to the extent provided for by Washington state law.

Understanding the need to address future funding of retiree health plan, the Benefits Committee established a Retirement Health Savings plan in July 2003. Participation in this plan is open to all members of the Fire Marshal's Office union based on the enrollment and contribution guidelines established in the plan document and/or IRS or similar financial and tax codes.

15. Clothing

- 15.1 At the time of hire, the employer shall provide to all personnel all safety equipment and uniform equipment deemed necessary by the employer.

The employer will provide repair or replacement of the above on an as needed basis, as determined by the employer. When a part of the uniform has been determined to be in need of replacement, the employer will provide the replacement within a reasonable period of time.

16. Physical Fitness Program

- 16.1 Participation in the physical fitness program as mutually set up by the Union and the City shall be mandatory. As a guideline, employees will be expected to participate for a maximum of one (1) hour per day, three (3) days per week at a time arranged with his/her supervisor which will not impact customer service or job performance. Employees with medical conditions should review alternative program options with their supervisor. The City and the Union shall meet at least annually to evaluate the program.

- 16.2 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 of Vancouver nor the Union shall have any right of access to the information.

17. Identification of Jobs

- 17.1 "Job" shall be defined as the employee's job title, job number and range assigned by the employer.

- 17.2 When work operations involving new or substantially changed requirements are established after the effective date of this agreement and such requirements are not adequately or specifically described in an existing job, the employer will describe and establish a new job in an appropriate range. Copies of the job description will be furnished to concerned employees and the union.

18. Grievance Procedure

- 18.1 For purposes of this agreement, the term "grievance" means any dispute between the employer and the union or an employee concerning the application or interpretation of the terms of this agreement. Employees shall have access to the Union-Labor Relations Committee prior to advancing a grievance through the formal grievance procedure.

18.2 *Procedure*

- A. If a grievance is to be advanced under this procedure, it shall be presented by the grievant(s) to the Fire Chief or his/her designee 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 union representative in presenting the written grievance to the Fire Chief or his/her designee.

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 or his/her designee shall conduct a meeting with the grievant(s) and the union representative. The chief or his/her designee 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 union, and the city manager.

Step 3: If the grievance remains unresolved after the decision has been rendered by the fire chief or his/her designee, the grievant(s) shall, by letter, deliver the grievance to the city manager or his designated representative within /fourteen (14) days after receipt of the decision reached in Step 2, above. The city manager or his designate shall conduct an investigatory hearing with the appropriate parties within fourteen (14) days of receipt of the written grievance and shall render his decision within fourteen (14) days of such hearing, with copies to the grievant(s), the union, and the fire chief or his/her designee.

- B. If the grievance is not settled in Step 3, the union may request arbitration of the grievance within twenty-one (21) days after receipt of the decision of the city manager, or his designate, as hereinafter provided. In cases involving a dispute that is reviewable under both the grievance procedure and the Civil Service, the union 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 union are unable to agree on an arbitrator, an arbitrator shall be requested from the Public Employment Relations Commission (PERC) (selected from WA or OR). The request to PERC shall state the general nature of the issue and ask that the nominee be qualified to handle the type of issue involved.

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 union, 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. Each party is responsible for their own costs including attorney and witness fees.

- 18.3 Failure by the grievant(s), or his representative, to advance the grievance to step 3 or to arbitration 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.

19. Employee Discipline/Termination

- 19.1 The employer may, in good faith for cause, take disciplinary action by written reprimand, suspension, demotion, or discharge. The employee shall be provided a letter setting forth the reason(s) for such action at the time such action is taken or shortly thereafter. Employees shall be given the opportunity to read and answer all disciplinary letters or performance evaluations before placement of such material into their personal file and will be requested to sign such letters. Signature thereon shall not be construed as admission of guilt or concurrence with the reprimand, but rather an indication that he has seen and comprehends the gravity

of the disciplinary action. A copy of the letter will be provided to the union upon authorization by the employee.

- 19.2 It is agreed by both parties that no entries may be made to an employee's personnel file from anonymous sources without substantive evidence.

20. Conflict of Contract and Ordinance

- 20.1 It is agreed that the intention of the parties to this agreement is that this agreement and all working agreements shall be consistent with the Personnel Ordinance and that where it is found that the provisions of such an agreement are in conflict with the Personnel Ordinance, that the language of the agreement would become the basis for recommending an amendment of the ordinance.

21. 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.

22. Non-Reduction of Wages and Working Conditions

- 22.1 The parties hereto agree that the wages and working conditions in effect and now being paid to and enjoyed by the members of the union shall not be reduced in view of the provisions of this agreement, provided, however, that nothing in this article shall be construed as limiting managements rights pursuant to 2.1, above.

23. Appendices and Amendments

- 23.1 All appendices, amendments shall be numbered or lettered, dated and signed by the responsible parties and shall be subject to all provisions of this agreement.

24. Successor Clause

- 24.1 This agreement and all amendments thereto, shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto.

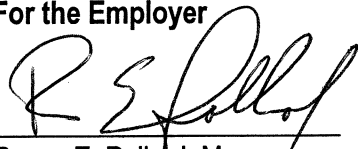
25. Termination and Renewal

- 25.1 This agreement is effective January 1, 2009, and shall remain in full force and effect through December 31, 2010, 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 25.2, below.

- 25.2 The employer agrees to commence negotiations with the union not later than October 1 of any calendar year wherein the union 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 day of April 21, 2009.

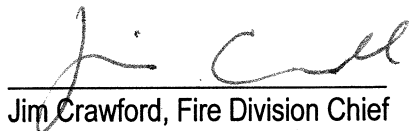
For the Employer



Royce E. Pollard, Mayor



Patrick McDonnell, City Manager



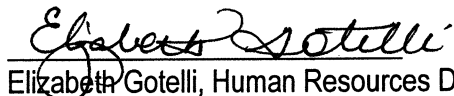
Jim Crawford, Fire Division Chief



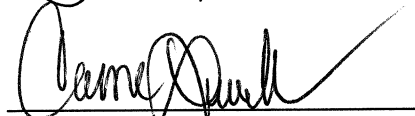
Don Bivins, Fire Chief



Ted H. Gathe, City Attorney



Elizabeth Gotelli, Human Resources Director



R. Lloyd Tyler, City Clerk

By: Carrie Lewellen, Deputy City Clerk

For the Union



Bob Smith, Vice President
IAFF Local 452



Heidi Scarpelli
IAFF Local 452 FM Representative



Dan McCoy Fire Marshal
FM Representative

Appendix A Rates of Pay

The January 1, 2009 and 2010, base wages for the classifications covered by this agreement shall remain the same as 2008 wages. These rates are indicated below.

Job Class s	Job Class Title	Range #	Type Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
	Assistant Fire Marshal	49	Mo.	5365	5553	5747	5948	6156	6371	6594	6858
548	Deputy Fire Marshal 1	43	Mo.	\$4419	\$4574	\$4734	\$4900	\$5072	\$5250	\$5434	\$5651
549	Deputy Fire Marshal 2	47	Mo.	\$4877	\$5048	\$5225	\$5408	\$5597	\$5793	\$5996	\$6236
163	Public Education Coordinator	43	Mo.	\$4419	\$4574	\$4734	\$4900	\$5072	\$5250	\$5434	\$5651

Appendix B Employee Vacation Accrual Schedule

Employee Vacation Accrual Schedule <i>For employees hired prior to January 1, 2002</i>				
During Year of Service	Hours Per Month	Days Per Year	Maximum Accumulation Hours / Days	
1-5	13.34	20	320	40
6-10	15.34	23	368	46
11-15	17.34	26	416	52
16-20	19.34	29	464	58
21+	21.34	32	512	64

Employee Vacation Accrual Schedule <i>For employees hired after January 1, 2002</i>				
During Year of Service	Hours Per Month	Days Per Year	Maximum Accumulation Hours / Days	
1-2	10.00	15	240	30
3-5	13.34	20	320	40
6-10	15.34	23	368	46
11-15	17.34	26	416	52
16-20	19.34	29	464	58
21+	21.34	32	512	64

Appendix C Method of Negotiating This Contract

For this contract, the method of determining total monthly compensation and considering departmental policies and other working conditions was as follows:

The following departments were used as comparables:

Salem, Eugene, Hillsboro, Snohomish County, Kirkland, Bellevue, Pierce County, King 10, Clark County, Gresham, TVF&R.

A study was conducted to determine total monthly compensation for this group of comparables and Vancouver Fire Department. Total monthly compensation included the following, all of which were converted to dollars:

- Base salary for top step DFM II
- Longevity pay for a 7 year employee
- Education pay for an Associate Degree
- Holiday pay or In-lieu-of holiday pay
- Deferred compensation matching
- Specialty/Certification Pay

The value of education pay and the specialty/certification pays was calculated by multiplying the pay for any given department by the number receiving such pay, and then dividing by the number of employees in the fire marshal's office. For example, if Hillsboro pays \$100/month for being a Fire Prevention Officer II, and there are 3 such members and 9 employees in the fire marshal's office, the average value to each employee per month is \$33.33 $((3 \times 100)/9)$.

These "total monthly compensation" components were then added together for each of the eleven comparables. The totals were then added together and divided by eleven to reach an average "total monthly compensation" for this group of comparables. The "total monthly compensation" was then converted to a gross hourly rate. Vacation and holiday time for a 7 year employee was taken into account and the gross hourly compensation was adjusted to a "net hourly compensation". The City of Vancouver's "net hourly compensation," using the above formula, was then compared to the average of the eleven comparables and adjusted.

The value of pager pay was calculated separately. Each jurisdiction's pay was converted to a weekly amount then added together and divided by 11 to reach an average.

The salary for the occupational health and clinical quality improvement coordinator will be based on comparables to include:

Clackamas County	Nurse Practitioner
WA County	Nurse Practitioner
WA County	Community Health Nurse II
Clark County	Nurse Practitioner
Kaiser	RN
SWWMC	RN
Emanuel Portland	RN

Appendix D Substance Abuse Prevention

The City of Vancouver believes that we have a responsibility to our employees and to the general public to ensure safe operating and working conditions. To satisfy these responsibilities, we must establish a work environment where employees are free from the effects of drugs, alcohol, or other impairing substances.

In an effort to promote a healthy, drug free workplace, this policy also allows and encourages employees who wish to overcome a drug and/or alcohol dependency to seek the professional assistance that they may require.

Procedure and Guidelines:

1. Which City employees are covered under this policy?

An employee is covered under this policy if hired for a position with the City that will last five or more days.

Employees covered under this policy may be tested for drugs or alcohol whenever they are on-duty. For the purpose of this policy, "on-duty" is defined as any time on the job. Additionally, time spent in association with drug testing specimen collection and/or alcohol testing is considered "on-duty" time.

2. Can an employee seek assistance on his/her own for a drug/alcohol problem through the Employee Assistance Program?

The City will support treatment efforts for regular/probationary employees with drug/alcohol problems who, prior to official discovery, voluntarily seek assistance. When an employee under this policy for the first time, voluntarily seeks assistance, he/she will immediately be granted a leave of absence in accordance with the applicable employment policies.

3. What type of training and education will the City provide?

Employee education and supervisor training are essential parts of this policy and program. All existing and new employees will receive information on the impact of drug and alcohol use and will receive information on resources for assistance. Supervisors will receive this same training, as well as additional training in the recognition and detection of signs and symptoms of alcohol and drug misuse. Supervisors will not be permitted to make reasonable suspicion testing referrals unless they have completed such training. In addition, the City will make this same training available to union representatives in an effort to keep them up to date and educated in this area.

4. What drug/alcohol use is prohibited by the City?

Employees are prohibited from the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance on City property, or anytime during an employee's work shift.

Employees are prohibited from reporting for work after using illegal drugs or controlled substances at a time, or in such a manner that may impair work performance. This prohibition includes a verified positive drug test result.

Employees are prohibited from reporting for work after consuming alcohol at a time, or in such a manner, that may impair work performance (prohibited alcohol conduct).

Refusal by an employee to submit a urine or breath specimen when requested to do so under the guidelines of this policy will have the same consequences as a positive test result, and will result in immediate removal from duty.

Violations of this policy and/or its prohibitions may lead to corrective action up to and including termination of employment, providing just cause for such action exists. Official discovery of prior voluntary treatment or professional assistance shall not, by itself, constitute just cause for corrective action.

5. Definitions for this policy:

- a. **Alcohol** means ethyl alcohol or ethanol. Breath alcohol tests on covered employees must show levels below 0.04 or the employee will be in violation of this policy, however, an employee will not be permitted to return to work if the employee's BAC is greater than 0.02.
- b. **Alcohol concentration** means the alcohol in volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test.
- c. **Alcohol use** means the consumption of any beverage, mixture or preparation, including any medication, containing alcohol.
- d. **Breath Alcohol Technician (BAT)** means an individual who instructs and assists individuals in the alcohol testing process and operates an EBT.
- e. **Breath Alcohol Testing Site** means a location which affords visual and aural privacy for the performance of breath alcohol testing. No unauthorized person shall be permitted access to the breath alcohol testing site when the evidential breath testing device is unsecured or at any time when testing is being conducted. In unusual circumstances, e.g. after an accident when a test must be conducted outdoors, the breath alcohol technician must provide visual and aural privacy to the greatest extent practicable.
- f. **City** means the City of Vancouver, Washington.

- g. **Controlled substance** means a chemical or its immediate precursor classified in Schedules I through V under the Federal Controlled Substances Act, 21 USC 811 to 812, as modified under RCW 46.25 (copies are available to employees from the City's HRRS department). "Controlled substances" include but are not limited to narcotics, depressants, stimulants, hallucinogens, and cannabis.
- h. **DHHS** means the Department of Health and Human Services or any designee of the Secretary, Department of Health and Human Services.
- i. **Drug** means a substance:
- Recognized as a drug in the official United States Pharmacopoeia, official Homeopathic Pharmacopoeia of the United States, official Formulary, or in any supplement to any of them;
 - Intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in humans or animals;
 - Other than food or beverage, intended to affect the structure or any function of the body of humans or animals;
 - Intended for use as a component of anything listed above in A, B, or C of this definition.
- j. **Employee** means an individual who personally renders services to the City of Vancouver temporarily or otherwise, and who is not employed by an independent contractor to render those services pursuant to a contract.
- k. **EBT** (or evidential breath testing device) means an EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices." (CPL)
- l. **Illegal Drug** means drugs which are not legally obtainable or drugs which have not been obtained legally. It also means drugs which are legally obtained but are knowingly used in a purpose or manner other than prescribed or intended.
- m. **Medical Review Officer (MRO)** means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test results together with his or her medical history and any other relevant biomedical information. MRO's must be certified by a substance abuse medical association such as AAMRO or MROCC.

- n. **Reasonable suspicion** means that a trained manager or supervisor observes behavior, appearance, speech or body odors that are characteristic of alcohol or drug misuse. These observations must be specific, articulable and contemporaneous.
- o. **Prohibited drug** means marijuana, cocaine, opiates, amphetamines, or phencyclidine.
- p. **Refuse to submit** (to a drug/alcohol test) means that a covered employee fails to provide a urine sample or to submit to a breath alcohol test as required by this policy, without a valid medical explanation, after he or she has received notice of the requirement to be tested in accordance with the provisions of this policy, or engages in conduct that clearly obstructs the testing process.
- q. **Substance abuse** means addiction to or the dependency upon alcohol or a controlled substance, or the use of alcohol or a controlled substance in a manner that results in interference with an employee's performance of work-related tasks.
- r. **Substance Abuse professional (SAP)** means a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission), with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.
- s. **Work shift** means any time during which an employee is engaged in work on behalf of the City, including but not limited to routine 8-hour or 24-hour shifts, rotating shifts, part-time shifts, breaks, and time spent traveling from one work site to another.
- t. **Verified negative** (drug test result) means a drug test result reviewed by a medical review officer and determined to have no evidence of prohibited or authorized drug use.
- u. **Verified positive** (drug test result) means a drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use at or above the following thresholds:

<u>Substance</u>	<u>Screening Test</u>	<u>Confirmation Test</u>
Amphetamines	1000 ng/ml	500 ng/ml
Cannabinoid, UR	50 ng/ml	15 ng/ml
Cocaine Metabolite	300 ng/ml	150 ng/ml
Opiates	300 ng/ml	300 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml

Results below the thresholds are negative.

6. What types of drug and alcohol testing are required?

The following are occasions for drug and alcohol testing under this policy:

Post-offer of Employment:

Alcohol testing is not conducted. Drug testing is conducted after offer to hire; hire is contingent on negative results.

Applicants for positions that are covered under this policy will be notified of the testing requirements during the application process.

If an outside applicant's drug test is verified as positive, he/she will be prohibited from hire. Applicants may be considered again for employment with the City after six (6) months.

Post-accident:

Post-accident testing will be conducted when an employee, driving a vehicle/equipment during the course of his or her shift, has an accident which results in any of the following:

- a fatality; or
- the employee receives a citation for a moving traffic violation.

As soon as practicable following an accident, the supervisor or another appropriate City administrator will indicate whether the operator(s) of any vehicle involved in the accident must report for specimen collection and/or an alcohol breath test. Such operators shall be ordered to submit to testing.

Alcohol and drug testing must be conducted as soon as possible following an accident (as defined above), but in no case will an alcohol test be conducted later than 8 hours after the incident; and in no case will a drug test be conducted later than 32 hours after the incident.

Employees who are ordered to be tested under this section are to report immediately to the designated specimen collection and testing facility as instructed. The supervisor or other appropriate administrator will arrange transportation for the employee to the facility, as well as transportation to the employee's place of residence.

Any employee who is subject to post-accident testing must remain readily available for testing. If the employee does not or is not able to remain at the accident scene, he/she is required under this policy to notify the City of his or her location until testing is completed. This notification requirement will be considered to be met if the employee is unable, because of the need for medical treatment for personal injury, to remain at the site. If the

employee fails to do this, when ordered, the City will interpret this action as a refusal to undergo the required testing. However, nothing in this section is designed to require the delay of any appropriate action that may need to be taken by the employee in an emergency situation such as obtaining emergency assistance, seeking emergency medical attention, etc.

If a regular/probationary employee has a positive drug test or a breath test indicating an alcohol level of 0.04 or greater, the employee cannot return to work until he/she has been evaluated by a substance abuse professional, complied with recommended rehabilitation, and has a negative result on a return to duty drug and/or alcohol test(s). In addition, the employee may also be required to undergo follow-up testing as outlined in this policy.

The employee will be placed on a paid administrative leave from the time they are required to undergo testing until such time testing, or any requested confirmation tests are completed. The employee may use any available leave balances to cover any absences that occur from the time period between completion of confirmation tests until the time the employee is permitted to return to work.

In addition to post-accident tests conducted under the procedures of this policy, the results of a breath or blood test for alcohol or a urine test for the use of prohibited drugs, conducted by Federal, State, or local officials having independent authority for conducting such tests, are considered to meet this policy's post accident testing. For the enforcement of this policy, the City will use the results of such tests when available. No additional confirmation tests are required under this policy. The City will notify the employee that under this policy he/she has the option of undergoing an additional drug test within 32 hours of the incident if he/she chooses. Procedures for conducting this second test will be in accordance with this policy.

The City will provide employees covered by this policy with all the necessary post accident information, procedures and instructions so that all covered employees will be able to comply with the requirements of this policy.

**Reasonable
Suspicion:**

Conducted when a trained supervisor or manager observes behavior or appearance which is characteristic of alcohol or drug misuse.

An employee may be referred for drug and/or alcohol testing only by a trained supervisor or manager who observes, first hand, specific, articulable and contemporaneous behavior such as appearance, speech or body odors that are characteristic of alcohol or drug misuse. Co-

workers or other employees may report a behavior that causes concerns, but employees will only be sent for testing based on first hand observations of a trained supervisor or manager.

The supervisor will complete an observation of behavior checklist as part of any referral for reasonable suspicion testing. Use of this checklist will be reviewed during the training for supervisors and managers in the recognition and detection of signs and symptoms of alcohol and drug misuse. (See Appendix A for a sample behavioral checklist.)

The supervisor or manager who has reasonable suspicion that the observed behavior or appearance of an employee is characteristic of alcohol or drug misuse will take the employee aside to a private area, express his/her observations, and require (or order, in the case of police and fire personnel) that the employee submit to a drug and/or alcohol test in accordance with City policy. Prior to beginning a discussion with the employee about the observed behavior, the supervisor or manager will inform the employee of their right to have union representation present during the meeting. Employee requests for representation will be honored to the extent that honoring the request would not unreasonably delay testing.

Employees who are required to be tested because of reasonable suspicion are required to report immediately to the specimen collection and/or testing site. The supervisor or manager will arrange transportation for the employee to the specimen collection/testing site and to the employee's place of residence.

If required specimens are not collected or if required tests are not administered within 8 hours (for alcohol) and within 32 hours (for drug), the manager or supervisor will document the reasons for not collecting the specimens or administering the tests and will discontinue the efforts to test the employee.

If the employee exhibits behavior that gives cause for reasonable suspicion testing referral for alcohol misuse, in spite of an inability to immediately test, the employee will not be permitted to complete his/her shift. Employees who are not permitted to complete a work shift under this policy will be placed on paid administrative leave as described below.

If an employee has a positive drug test or a breath test indicating an alcohol level of 0.04 or greater, the employee cannot return to work until he/she has been evaluated by a substance abuse professional, complied with recommended rehabilitation, and has a negative result on a return to duty drug and/or alcohol test(s). In addition, the employee may also be required to undergo follow-up testing as outlined in this policy.

The employee will be placed on a paid administrative leave from the time they are required to undergo testing until such time testing, or any requested confirmation tests are completed. The employee may use any available leave balances to cover any absences that occur from the time period between completion of confirmation tests until the time the employee is permitted to return to work.

Voluntary Testing:

An employee may voluntarily submit to drug or alcohol testing upon agreement of the City. The City will not suggest such voluntary testing or coerce employees into such testing. Results of voluntary tests will be disclosed only to the employee who submitted to the test. Employees who voluntarily test, or who voluntarily go through substance abuse treatment programs, will not be required to undergo random testing as a result of their voluntary actions.

Return to work and follow-up:

Conducted when an employee is returning to work after having violated this policy by testing positive for drugs and/or demonstrating prohibited alcohol conduct.

Before returning to work, an employee who has violated this policy is required to submit to an alcohol and/or drug test.

After returning to work, additional follow-up testing may be required. The number, frequency, and type (drug and/or alcohol) of follow-up testing will be directed by the employee's substance abuse professional. When required by the SAP, follow-up testing will consist of at least six tests in the first twelve months after returning to work. Follow-up testing may be extended for no longer than sixty (60) months following return to work, as recommended by the SAP.

An employee subject to these requirements **must** test negative for alcohol and/or drug misuse under the tolerances established in this policy.

If the alcohol or drug test is positive for an employee he/she will be referred to the substance abuse professional who is guiding rehabilitation. The City will follow the recommendations of the SAP, and consider the SAP's evaluation of the employee in determining any corrective action. If an employee tests positive on any follow-up tests the employee will be subject to corrective action up to and including termination.

7. What are the testing procedures?

Testing required under this policy will be considered on-duty time. All drug and alcohol testing will be conducted with accuracy, reliability and a high regard for privacy and dignity in

specimen collection, testing and notification. The security of urine samples and the accuracy of breath testing are absolutely necessary. For this reason, the City uses collection and testing procedures that are based on the industry standards established by the DOT. The City will adhere to these standards for collection, testing, MRO review and result reporting. Results obtained from procedures not in accordance with these industry protocols will not be valid for the purpose of this policy.

Drug Testing:

- a. Urine specimen collection for drug testing will be performed by qualified individuals in conformance with current standards of practice, using chain of custody procedures, and with respect for the privacy and dignity of the person giving the specimen. Employees will not be witnessed when providing a urine specimen. Drug test specimens will be collected to provide at least 30 ml of urine in a "primary specimen" shipping bottle and at least 15 ml of urine in a "split specimen" shipping bottle.
- b. Drug testing will be performed only by laboratories certified by the Substance Abuse and Mental Health Administration (SAMHSA) of the U.S. Department of Health and Human Services (previously "NIDA").
- c. Testing procedures will be conducted and monitored in accordance with 49 CFR Part 40. Copies of these federal regulations are available from HRRS to all employees upon request. Specimens submitted to the laboratory are tested for the following drugs:
 - Marijuana (THC metabolite)
 - Cocaine
 - Amphetamines
 - Opiates
 - Phencyclidine (PCP)
- d. The specimen collection agent will use the split sample method of collection. This method involves dividing the original specimen into a "primary" and a "split" sample.
- e. The contract laboratory must be certified by the SAMHSA. The laboratory will observe testing/chain of custody procedures to ensure that the specimens' security, proper identification and integrity are not compromised.
- f. When an initial screening test for drugs is positive, a second, confirmatory test will automatically be performed. Confirmed positive drug tests will be reported by the testing laboratory to the MRO for verification.
- g. If the primary specimen is positive, the MRO will make every reasonable effort to notify the employee of the result. If the MRO is unable to reach the employee, the City will as soon as practicable request that the employee contact the MRO to discuss test results.

- h. When the MRO is able to contact the employee or applicant to discuss the results, the MRO will inform the candidate or employee that he/she has 72 hours from having been informed of a verified positive test to request that the MRO send the split specimen to a different SAMHSA-certified laboratory for analysis.
- i. Expenses for testing of the split sample will be paid for initially by the City. If the results of the split sample test are positive, the City will be reimbursed by the employee for the cost of testing the second split sample.
- j. Outside job applicants who request a second test will be responsible for the cost of testing the split sample. In addition, the candidate will be responsible for coordination of payment for the second testing.

Alcohol Testing:

- a. Candidate shall report to testing facility and sign the Breath Alcohol Testing Release Form. Refusal to sign this form will be regarded as refusal to take the test. A Breath Alcohol Test will then be conducted by a certified Breath Alcohol Technician (BAT).
- b. Testing procedures will be conducted and monitored in accordance with 49 CFR Part 40. Copies of these federal regulations are available from HRRS to all employees upon request.
- c. The BAT must conduct a second breath alcohol test if the initial screening test indicates that the employee or applicant has a prohibited alcohol concentration.
 - The first test is a screening test. Any result less than 0.02 alcohol concentration is considered negative and no further testing is required.
 - If the alcohol concentration is 0.02 or greater, the BAT will conduct a confirmation test within 15 minutes of the screening test.
 - If the results of the screening and confirmation tests are not identical, the confirmation test will be the result upon which any further action under this policy will be taken.
- d. If the confirmation test indicates an alcohol concentration at 0.02 or above, the BAT must immediately notify the supervisor who will arrange for transportation of the employee from the alcohol testing site.
- e. If the confirmation test indicates an alcohol concentration of 0.04 or above, the individual is considered to have a prohibited alcohol concentration.

8. What discipline and rehabilitation procedures does the City follow?

- a. An employee whose alcohol or drug test yields a verified positive result for any concentration of a controlled substance that is prohibited by law and/or under this policy will be required to submit to an evaluation for substance abuse at a facility designated by the City or the City's employee assistance program (EAP).
- b. An employee who violates any element of this policy may be subject to discipline in accordance with applicable City policies, procedures, and collective bargaining agreements provided that an employee who violates any prohibition of this policy will not be disciplined for the first offense if he/she successfully completes a treatment program and follow-up testing upon return to work. An employee may be subject to discipline for adulterating or falsifying, or attempting to adulterate or falsify, a test sample, or for falsifying or attempting to falsify a test result; and/or for refusing to undergo treatment or rehabilitation as may be recommended by a professional in the field of substance abuse. All employees are required to comply with other City or departmental policies and may be subject to discipline for violation of such policies. No employee shall be disciplined under this policy except for just cause.
- c. Any discipline imposed on an employee covered by a collective bargaining agreement may be subject to the collective bargaining agreement grievance procedure or Civil Service Appeal, if applicable.
- d. The City offers an EAP through a private firm. An employee may seek help directly from the private firm for evaluation of abuse of, addiction to, or dependency upon alcohol or a controlled substance. The private firm may refer the employee to another firm for treatment or rehabilitation. An employee's use of the EAP and referral to another firm for treatment and rehabilitation shall be confidential and shall not be disclosed to the City, unless the SAP determines that the employee is unable to safely perform his/her employment duties.
- e. An employee who undergoes treatment or rehabilitation under paragraph (d) of this section may use any appropriate leave benefits available to attend treatment or rehabilitation sessions.
- f. An employee who participates in a treatment or rehabilitation program will not be penalized for participation. However, participation in a program will not excuse the employee from compliance with this policy in its entirety or, from fully and acceptably performing all of his/her employment duties.
- g. Payment for outpatient, inpatient, or any other treatment programs will be covered subject to the terms of the employee's health insurance benefit and/or EAP in effect at the time. However, if an employee requires in-patient detoxification and/or treatment for a substance abuse problem, the city will reimburse the employee for all "co-pay" costs noted under the employee's city-provided insurance plan. This reimbursement will be made if the employee self refers to

such treatment program, or if the employee is required to undergo such treatment due to on-the-job substance abuse problems.

This reimbursement shall be available one time only to any employee covered by the policy, whether the associated treatment is due to a self referral or required referral. If an employee chooses to utilize a substance abuse program, either on an in-patient or out-patient basis, that is not covered by the employee's health insurance plan, the city will not reimburse any of the costs associated with that treatment.

- h. An employee who is required to participate in a treatment or rehabilitation program may, upon successful completion of such program, be randomly re-tested for alcohol and/or controlled substance abuse for a period of up to sixty (60) months upon the recommendation of the SAP, following completion of the program. Positive test results during this period may be grounds for discipline up to and including termination
- i. An employee who successfully completes a treatment or rehabilitation program shall be returned to his/her regular duty assignment. Thirty-six (36) months following the completion of a treatment program, if the employee has had no further positive testing or other alcohol or substance abuse related incidents, the employee's personnel file shall be purged of any reference to his/her drug and/or alcohol problem.

THE CITY OF VANCOUVER RESPONSIBILITY ASSIGNMENTS

Human Resources and Risk Services

- Manage the alcohol and controlled substance testing program.
- Ensure all testing and collection procedures are in compliance with federal regulations.
- Maintain all documentation regarding any positive test results in a locked file cabinet in HRRS.
- Provide sole source communication on drug and/or alcohol issues and provide information on employee assistance program and available assistance resources.
- Provide mandatory training for managers and supervisors and offer the same training to union representatives.
- Take every reasonable measure to safeguard the privacy of an employee in connection with this policy. Maintain the confidentiality of an employee who voluntarily requests assistance in dealing with chemical dependency.

Managers and Supervisors

- Assist employees with chemical dependency problems who are seeking help and support recovery efforts.
- Attend training programs on detecting substance abuse and the administration of the City of Vancouver Substance Abuse Policy.
- Adhere strictly, at all management levels, to the policies and procedures established for drug and alcohol testing.
- Require an employee to submit to drug testing when there is reasonable suspicion to believe the employee has used alcohol and/or a controlled substance in a way which violates the law and/or this policy.
- Work with HRRS and Law Departments to understand the employee's rights and the assistance resources available if he/she is identified as being chemically dependent.
- Take every reasonable measure to safeguard the privacy of an employee in connection with this policy. Maintain the confidentiality of an employee who voluntarily requests assistance in dealing with chemical dependency.

Employees

- Know that employee consumption of alcohol and/or controlled substances (other than medications prescribed by a physician) on City premises is prohibited at all times; and is prohibited off City premises during normal break periods if the employee is scheduled to return to work.
- An employee shall notify his/her manager or supervisor and HRRS within five (5) calendar days after a conviction for a violation of any criminal drug or alcohol statute if (a) the violation occurred in the employee's workplace or during the employee's work shift, (b) the conviction results or may result in the loss of driving privileges for any period of time, (c) the conviction otherwise adversely affects the employee's ability to perform employment duties, or (d) if the conviction may result in time lost from work.
- Promptly comply with an order to submit to a urine and/or breath test for alcohol and/or controlled substances pursuant to this policy.
- Support the City's commitment to maintain a drug-free work place by reporting any violation of the Substance Abuse Policy to his/her supervisor, manager, or to HRRS.

Appendix E

Reimbursement for Additional Wellness Testing

For 2009 and 2010 each employee covered by this collective bargaining agreement shall receive \$200 per year to cover additional wellness testing through Portland Adventist.

This amount will be paid out January of each year.

Appendix F Health Trust Fund

During the current term of this agreement, Local 452 shall have the option to direct the City to deduct an amount of base pay of all selected members and commence monthly payments in that amount to a health trust fund selected by the union.

Funds diverted to the health trust fund shall be considered as base salary for purposes of total compensation calculation as outlined in Appendix A.

The City will treat these contributions as ordinary income unless the union provides the City with a legal opinion that the trust fund is qualified under the Internal Revenue Code for tax deferred status and that the contributions made to the trust by the City are not includible in the gross income of employees whose salaries would be reduced at the time the contributions are made.

Upon the exercise of this option, the union agrees to indemnify, defend and hold the City harmless from any and all liability, claims, demands, suits or any other loss, damage or injury to persons or property arising from or related to the provisions of this paragraph, including income tax withholding liabilities or tax penalties. In addition, the union will provide to the City at their request a copy of the Summary Annual Report published by the trust. The union will also provide to the City upon request a copy of the annual report Form 5500 filed with the Internal Revenue Service.

Appendix G Lay off and Reinstatement Language

- A. In the event of layoff management will notify the union as to which classification(s) are scheduled to be laid off. The four classifications covered are; assistant fire marshal; deputy fire marshal 1 and 2; public education coordinator; occupational health and clinical quality improvement coordinator, and fire protection engineers.

Within that classification employees will be laid off in the following order:

1. Temporary Employees
 2. Probationary Employees
 3. Regular employees in the order of their seniority, the one with the least Vancouver Fire Department seniority being laid off first.
- B. Reduction instead of layoff for each classification shall be in the order of their seniority, the one with the least Vancouver fire department seniority being reduced first.
- C. Employees laid off or voluntarily demoted in lieu of layoff shall be placed on a reinstatement list for the classification from which the layoff took place.
- D. Reinstatement lists shall be valid indefinitely. Members who voluntarily demote in lieu of layoff shall remain on the reinstatement list indefinitely. Members who are laid off shall remain on the reinstatement list for a maximum of twenty four (24) months. Laid off employees who are offered reinstatement will receive a conditional offer of reinstatement. The offer will be conditioned on successful completion of the following:
- (1) A background investigation. The investigation will be limited to the period of time between the date of layoff and date of proposed reinstatement.
 - (2) A medical evaluation
- E. An individual will lose rights to reinstatement and/or be removed from the reinstatement list if he/she commits an act that would be cause for termination.
- F. Appointments from the reinstatement list shall be made in the order of length of service. The employee on the reinstatement list who as the most Vancouver Fire Department service credit shall be first reinstated.

Appendix H Use of Temporary Workers

The intended use of temporary or seasonal workers by the Employer is to cover seasonal work loads and to fill unexpected vacancies created by a sudden increased work load, termination or disabilities of regular full-time employees. It is acknowledged that there will be exceptions to this policy. Exceptions to this policy shall be mutually agreed upon by the city and the Union.

Temporary or seasonal workers will not be allowed to work until regular full or half-time employees within that work unit have had the opportunity to work the overtime. The Employer will make a good faith effort to notify regular employees of overtime opportunities before such work is offered to temporary workers. This will not preclude temporary or seasonal workers from working overtime which extends beyond the end of their shift or emergency situations.

"Temporary or seasonal worker" for purposes of this article shall mean one who is hired to work not more than 1,040 hours in any twelve (12) consecutive month period. Temporary workers will not be used for more than the 1,040 hour period. The Employer will not rotate temporaries through the same position.