

AGREEMENT

By and Between

City of Vancouver

and

**IAFF Local 452 -
Suppression Personnel**

January 1, 2009- December 31, 2009

IAFF LOCAL 452 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 changes in those areas addressed by this document shall occur pursuant to RCW 41.56.

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.

NOTE: chief = chief or designee

1. Union Representation

- 1.1 The employer recognizes the union (Local 452) as the exclusive bargaining agent for all captains and firefighters.
- 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

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, axioms, administrative guidelines, 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 kept up-to-date on an electronic bulletin board or such medium available to all personnel. 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 as approved by the chief of the department or his/her designee.
- 4.5 Union representatives shall be granted time off with pay for conducting union business provided that the total scheduled time off for such representatives shall not exceed one hundred forty-four (144) hours per year collectively. Union leave shall utilize the same request and approval process as other forms of scheduled leave.

During any year that the Employer and the union open negotiations on a new labor agreement due to the fact that the agreement is expiring, the number of hours shall not exceed two hundred four (204). The Employer and the union will work together to arrange shifts allowing union representatives to attend negotiation sessions without causing the need for hire backs.

- 4.6 Employees may be relocated to facilitate union meetings so long as normal staffing is maintained at all stations.

5. Work Week, Hours of Work, Shifts

- 5.1 Management has the right to schedule hours of work, shift assignments, and days off. Three meal and two break periods, in addition to regular work periods, will be provided for twenty-four hour shift personnel.
- 5.2 For 24-hour shift personnel, the hours of duty shall be established by the employer so that the weekly hours of duty shall average 49 hours per week on an annual basis.
- 5.3 The three-platoon 24-hour shift system shall be exercised in carrying out this work week.
- 5.4 The hours of work for 40-hour per week employees shall be 0800 to 1700 hours, Monday through Friday. One meal period and two break periods shall be provided by the employer within the employee's scheduled work day. Alternative work schedules may

be instituted only by mutual agreement of the employer and the employee.

- 5.5 Employees shall be allowed to exchange shifts with each other so long as such exchanges do not interfere with the day-to-day operations of the fire department, and these exchanges shall be subject to approval of the shift commanders involved.

Employees shall not work more than 72 consecutive hours. Employees working 72 consecutive hours shall also be off duty for a minimum of 12 hours before returning to work.

The union and the administration mutually agree that if an employee is fatigued to the point of being unsafe, as determined by a supervisor, said employee may be relieved of duty earlier than the 72 hours.

5.6 *New Hire and Retraining Schedule*

- A. Newly hired firefighters will initially be scheduled on 40-hour work week for up to six months for orientation and training.
- B. Probationary employees shall not miss scheduled training nor owe or be owed more than 24 hours trade time.
- C. Any employee who fails to pass the most recent department knowledge and skills assessment or repeatedly fails to perform specific skills to the level required in the VFD training manual may be scheduled on a 40-hour work week for up to three (3) weeks for retraining. Each employee will be allowed two (2) attempts to pass all phases of the test or perform the required skill(s) before being assigned to a 40-hour work week. Upon such failure, the employee will be immediately removed from duty and placed on administrative leave until the beginning of the retraining period. The employee may appeal the relevancy of the knowledge and skills assessment to the training division chief, and thereafter to the deputy chief or chief. Such appeal shall not be subject to the grievance procedure.

- 5.7 A fire suppression employee 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 pre-scheduled PDOs. Any probationary employee (new hire or promotional) will not be subject to administrative assignments on a 40-hour work week basis. If an administrative assignment is compelled by management, the compelled party will be given a 5% pay adjustment.

Administrative assignments shall not exceed two years, with the following exception: An incumbent in an administrative assignment may reapply for a second consecutive term, but the only case in which an employee may serve more than two consecutive terms in the same administrative assignment position will be where there are no other qualified applicants.

The qualifications for any administrative assignment will be provided to the union at least thirty (30) days prior to the selection process.

Probationary captains may be placed on a temporary forty (40) hour work week for up to three weeks for training and orientation.

Training Captain assignments will be made as outlined in AG # 400.5 and are not subject to the terms of the Article.

- 5.8 Suppression employees who are placed on a 40-hour per week administrative assignment for 30 days or more shall, for purposes of leave accrual, holidays, and Kelly days be treated as follows (Assignments as Recruit-Academy instructors are not subject to this clause):

A. *Leave Accrual*

PDO Accrual - At the time an administrative assignment begins, 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 employee's 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 of administrative assignment shall be prorated on a daily basis for purposes of PDO leave accrual.

Example:

24-hour shift employee, 12 years of service, begins administrative assignment on July 1, and has a balance of 650 hours.

Conversion to 40-hour accrual maximum:

650 times .68 equals 442 hours - This is his/her new balance on July 1. He/she works the 40-hour schedule for four months, accruing at 18.67 hours per month, bringing his/her balance to 516.68 hours. He/she returns to 24-hour shift schedule on November 1.

Conversion to 24-hour accrual maximum:

516.68 times 1.471 equals 760 hours - This is his/her new balance on November 1.

STD Accrual (LEOFF II only) - At the time an administrative assignment begins, 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 .816. The employee will then accrue STD at the rate of 19.6 hours 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 1.225. 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 9 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.

6. Productive Hours of Work

Productive hours of work are Monday through Saturday, 0700 to 1700, with exercised discretion.

Productive hours of work on Sunday are 0700 to 1700, with exercised discretion. However, four hours will be used as time to perform activities such as company and individual training, catch up on memos and communications, PA's, or as other wise determined by the company officer. .

7. Leave Time

7.1 *Paid Shifts Off*

- A. Each 24-hour shift employee shall be granted "paid shifts off" each year in compensation for vacation, holidays, sickness and personal business time off. The 24-hour shift employee shall accumulate "paid shifts off" in accordance with Appendix A of this document. Paid shifts off will be scheduled according to departmental policies and procedures. The city recognizes, however, that the number of employees allowed to take vacation on any given shift is a mandatory subject of bargaining. The current practice of allowing five (six when necessary) suppression personnel off on any given shift will therefore not change without bargaining. These limits do not include battalion chiefs or any personnel who regularly work a 40-hour work week.
- B. Each 40-hour per week shift employee shall be granted "paid days off" each year in compensation for vacation, sickness, and personal business time off. See Article 9, below, regarding holidays. The 40-hour per week personnel shall accumulate "paid days off" in accordance with Appendix A of this document.
- C. Employees may not use accrued paid shifts/days off during their first six months of service; nor will they be paid for such accrual in the event their employment is terminated for any reason during that period. These leave hours may, however, be used for emergency leave as specified in subsection D, after one month of service.

- D. If an employee must leave his work assignment due to a personal emergency during his shift, he/she will be paid for hours actually on duty during such shift. Such leave shall be charged to the appropriate leave balance and shall require the approval of the shift commander. Emergency leave shall be granted for up to one full shift off to attend to emergencies. When the employee does not have reasonable time to schedule trades, such time off shall be granted with the approval of the Battalion Chief or shift commander, and such time off shall be charged as leave without pay, if there are not sufficient hours in the appropriate leave balance.

- E. In the event an employee cancels a previously scheduled paid shift off, the shift commander may allow another employee to take that shift as a paid shift off; provided, however, that sufficient remaining employees would be on duty to meet safe operating staffing levels as defined by department policy.

7.2 *Short-Term Disability - LEOFF-II Employees*

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

- (1) 24-hour employees - accrual shall be 24 hours per month to a maximum accumulation of 1,911 hours.

- (2) 40-hour employees - accrual shall be 19.6 hours per month to a maximum accumulation of 1,560 hours.

- (3) Probationary employees may use accrued paid shifts/days off for sickness after three months of service. It is agreed, however, that during the first three months of employment, the employee may take up to a total of thirty (30) hours off with pay for illness or injury; provided that he/she agrees in writing to pay back the time to the City, out of their STD leave balance, within a twelve month period following the 90th day of employment. It is further agreed that should an employee have a "negative sick leave balance" on the books at such time that he/she terminates employment with the city, the hourly value of those

negative hours shall be deducted from the employee's final paycheck.

Use of this leave is available only for illness or injury which requires leave.

7.3 *LEOFF-II Time Loss Guarantee (Duty Related)*

- A. In the event an employee covered under the provisions of LEOFF Plan-II suffers a work related disability, the employer shall supplement the employee's benefits under worker's compensation such that the employee shall receive his 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 his/her full base salary during such period.
- C. Work-related disability shall be defined as that which is eligible for payment of benefits under the state worker's compensation program. 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.
- D. Any time loss payments made to an employee for worker's compensation benefits shall be used to credit the employee's STD balance with the number of hours determined by dividing the time loss payment by the employee's hourly rate.
- E. In the event an employee exhausts his/her STD balance during the period of disability or has no STD balance at the time of the injury or illness which entitles him/her to benefits under RCW 51.32.090, the employer shall bear the full cost of any supplement payable under subsections A. and B. of this section, including the first three days of any such period of disability.

- F. An employee may, for a period of two months following return to active service, draw prospectively upon STD the employee is expected to accumulate up to a maximum of three days or three work shifts, whichever is greater. Any STD leave drawn prospectively as provided in this subsection, shall be charged against earned STD leave until such time as the employee has accrued the amount needed to restore the amount used. In the event an employee terminates active service without having restored the STD leave drawn prospectively, the employer shall deduct the actual cost of any payments made under this subsection from compensation or other money payable to the employee, or otherwise recover such payments.

7.4 *Light Duty - LEOFF II Employees*

- A. 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.
 - (1) The employer will not require work of the employee which would aggravate the condition for which the employee's duty has been limited.
 - (2) The light duty assignment shall begin seven (7) calendar days following the employer's receipt of clearance by the employee's doctor unless the employee wishes to begin earlier. Employees required to work light duty shall work a 40 hour work week. If a 24-hour shift employee is assigned to a 40-hour work week, his/her pay and benefits continue at the 24-hour shift level. Employees retain all contractual rights to which they would otherwise be entitled.
 - (3) A LEOFF-II employee's STD balance shall not be charged for any supplement paid to the employee while performing in a light duty assignment. Suppression employees, who continue on light duty for thirty (30) days or more, will have their leave accrual, holidays, and Kelly days treated as follows:

a. *Leave Accrual*

PDO Accrual – At thirty (30) days, 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 light duty assignment ends, the employee's PDO balance shall be converted back to that of a 24-hour shift employee, by multiplying his/her balance at the end of the light duty assignment by a factor of 1.471. Partial months of light duty assignment shall be prorated on a daily basis for purposes of PDO leave accrual.

Example:

24-hour shift employee, twelve (12) years of service, begins their thirtieth (30th) day of a light duty assignment on July 1, and has a balance of 650 hours.

Conversion to 40-hour accrual maximum:

650 times .68 equals 442 hours – This is his/her new balance on July 1. He/she works the 40-hour schedule for four (4) months, accruing at 18.67 hours per month, bringing his/her balance to 516.68 hours. He/she returns to 24-hour shift schedule on November 1.

Conversion to 24-hour accrual maximum:

516.68 times 1.471 equals 760 hours – This is his/her new balance on November 1.

STD Accrual (LEOFF II only) – At thirty (30) days, 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 .816. The employee will then accrue STD at the rate of 19.6 hours per month. Once the light duty 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 light duty assignment by a factor of 1.225. Partial months of light duty 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 light duty assignment shall be allowed holiday leave as outlined in Article 9 during their light duty assignment.

c. *Kelly Days*

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

- (4) For injuries occurring off the job, the employer shall not require that employees return to work on a light duty basis. If employees wish to return to work on a light duty basis, they shall make such request to the Chief. All light duty assignments, whether a result of on or off the job injuries, shall be on a 40-hour work week basis. The employer agrees to provide at least three (3) light duty assignments for injuries that occur off the job.

8. Medical Examinations

- 8.1 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 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 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 may direct the employee to follow the corrective measures.

- 8.2 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.
- 8.3 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.

9. Holidays

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

New Year's Day -- January 1
Martin Luther King Jr. Day -- Third Monday in January*
President's Day -- Third Monday in February
Memorial Day -- Last Monday in May
Independence Day -- July 4
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

*** - These two holidays are granted only to 40-hour per week personnel**

- 9.2 Twenty-four hour shift personnel will be granted time off for holidays as specified in 7.1, above.

9.3 *Holiday Routine*

Unless mutually agreed upon by the department and the union, no scheduled training or extraordinary station maintenance shall occur on the following days:

New Year's Day -- January 1
President's Day -- Third Monday in February
Memorial Day -- Last Monday in May
Labor Day -- First Monday in September
Thanksgiving Day -- Fourth Thursday in November
Christmas Day -- December 25

July Fourth is not included as a holiday for "holiday routine" due to the special nature of events surrounding that day.

9.4 *For 40-Hour Week Personnel*

- A. Any of the holidays in section 9.1 which 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.
- B. Any employee who is on authorized sick leave when a holiday occurs will receive the equivalent of a day's pay for that holiday and will not have his/her sick leave accrual charged.
- C. Any employee who is on scheduled and approved vacation when a holiday occurs will receive the equivalent of a day's pay for that holiday and will not have his/her vacation accrual charged for the holiday.
- D. Any 40-hour per week employee who is required to work on one of the actual holidays as specified in 9.1 shall be paid double his base rate for the hours worked plus pay for the holiday.

10. Military Leave

The employer abides by the provisions of the laws of the State of Washington, RCW 38.40.060, which stipulates that employees who are members of the National Guard or Federal Reserve military units are entitled to be absent from their duties for a period of up to

twenty one calendar days with pay during each year (October 1 – September 30) while engaged in the performance of ordered military duty and while going to or from such duty.

Twenty one calendar days for 24-hour personnel is defined as:

(0001 – 2359 hours) = 1 calendar day

21 calendar days = 10.5 shifts

1 shift = 2 days

11. Other Leaves

- 11.1 All leaves without pay will be handled in compliance with Civil Service Rules and Regulations.
- 11.2 A maximum of five working days, or two working shifts in the case of 24-hour shift employees, bereavement leave shall be allowed when there is a death in an employee's immediate family. Immediate family is defined as spouse, domestic partner (as per City Policy), child, mother, father, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, aunt, uncle, grandparents, great-grandparents, and grandchildren, or step-relatives in any of these relationships.
- 11.3 Bereavement leave in excess of two shifts for 24-hour shift employees or forty hours for 40-hour per week employees may be charged to either accrued sick leave balance or paid shifts off with the approval of the fire chief or his/her designee.
- 11.4 Family and Medical Leave (FMLA) shall be granted pursuant to the requirements of the Family and Medical Leave Act of 1993, the Washington Family Leave Act, and the City of Vancouver Policies.

12. Rates of Pay

12.1 Forty-Hour Per Week Personnel

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.

12.2 *Twenty-Four Hour Shift Personnel*

The hourly rate of the employee will be his semi-monthly base rate multiplied by twenty-four (24) pay periods and divided by 2548 hours.

Any time that a 24-hour employee is paid for a period of less than a full month, the reduction in salary for the unpaid period will be computed by placing the employee's semi-monthly salary on an annual basis and dividing this total amount by the annual hours to compute the hourly rate.

12.3 Rates of pay for employees covered by this agreement and the effective date(s) thereof shall be as set forth in Appendix F.

12.4 Fire fighters will receive their annual step increases effective on their anniversary date. Captains will receive step increases per the Company Officer program.

12.5 *Promotional Increases*

At the time of promotion, employees will move to that step in the new range which results in an increase of at least 4.2%. In no event, shall a promoted employee's salary be less than the starting pay of the salary range for the new position, nor in excess of the highest pay of the salary range for the new position.

13. Promotional Process

Selection of candidates to be appointed to a promotional position within the bargaining unit shall be from a certified eligibility list created from the examination process as established by the Civil Service Rules and Administrative Guideline ("AG") #400.3. If there are any conflicts between the Civil Service Rules and the Administrative Guideline, AG #400.3 will control.

14. Clothing and Bedding

14.1 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.

14.2 *Beds and Bedding*

The employer will provide beds and bedding for 24-hour shift personnel. Bedding shall be laundered and/or cleaned as necessary at the expense of the employer. City-owned washer, dryer and supplies will be provided by the employer for use of employees.

15. Overtime/Double Time

15.1 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. Double time will be paid when predetermined staffing levels are increased to address emergency situations and the employee is required by the employer to immediately report to work or stay at work. Such pay shall be for a minimum of two hours.
- B. All other circumstances where overtime is required will be paid at time-and-one-half.
- C. 40-hour per week employees will be paid time-and-one-half for all time worked (i) in excess of 40 hours per work week, or, (ii) outside the employee's normal assigned work schedule.

15.2 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.

15.3 Comp time must be used in a minimum of 4 hour blocks between the hours of 0800-1200 and 1300-1700.

15.4 Employees who work on a normally scheduled PDO shall be compensated as follows:

- A. Employees shall be paid at the appropriate rate (overtime or double time) for all hours worked.
- B. 24 hours in the case of suppression personnel, or 8 or 10 hours, as applicable in the case of 40 hour personnel, shall be deducted from the employee's PDO balance.

If the employee chooses to cancel his/her normally scheduled PDO per department policy and report to work, all hours worked shall be paid at straight time and the employee's PDO balance will not be reduced for that day.

- 15.5 In the event a bargaining unit member is called into work for overtime and subsequently sent home as not needed, such employee will be paid a minimum of two (2) hours of straight time at the pay rate of that individual.

16. Volunteer Firefighters

Whenever volunteer firefighters are called back to staff apparatus a professional Captain will be called back to supervise the volunteer crew. This provision does not apply to routine standby duties and does not apply to residents at Station 87.

17. EMT Certification

- 17.1 It shall be a requirement of employment to acquire and maintain an EMT-B certification.
- 17.2 The employer will provide the training necessary to maintain EMT-B certification
- 17.3 No employee shall be terminated due to a temporary loss of his/her EMT-B certification.

18. SCBA Specialty Pay

The employer will create assignments for six SCBA repair specialists and one coordinator assignment. Employees assigned by the employer to repair and maintain SCBA units shall be paid a premium pay 2% of base pay per month. Such assignment shall be voluntary on the part of the employees and may be ended by the employer at any time. The employer may choose to end all such assignments and contract for such repairs at any time.

19. Special Operations Pay (Hazmat, Tech Rescue and Marine)

19.1 Special Operations (SO) pay shall be at the following monthly percentages:

Special Operations 1 (New member)-1.1% of base pay

Special Operations 2 (Technician)- 2.2% of base pay

Special Operations 3 (Team Lead/Coordinator)- 3.6% of base pay

19.2 Special Operations pay amounts are not cumulative. For example, a fire fighter at SO 3 level shall not receive specialty pay for the SO 1 and 2 levels. He/she shall only receive specialty pay at the SO 3 level.

19.3 To receive Special Operations pay under this contract, an employee must have prior approval of the Chief. Special Operations team personnel shall adhere to all rules, regulations, policies, and training standards established by the City and the Vancouver Fire Department.

20. Paramedics

20.1 Effective January 1, 1995, employees who are assigned by the Chief as paramedics shall be compensated as follows: Ten percent of the top step fire fighter (without competency) salary shall be added to the monthly base wage of the employee.

20.2 There are three distinct classifications of paramedic-certified employees, as follows:

- A. Those who became paramedics before January 2, 1995
- B. Those who became paramedics between January 2, 1995 and December 30, 1995.
- C. Those who became paramedics after December 30, 1995

20.3 To decertify, the paramedic employee must notify the Fire Chief in writing, and they must take the necessary steps to ensure they transition directly from paramedic to EMT-B.

- A. Those in classification A. may decertify provided it does not cause the Department to drop below 17 paramedics. Such requests shall be approved on a first-come, first-served basis.
 - B. Those in classification B. may decertify once the Department has appointed (through hiring or classification change) another paramedic to fill the paramedic vacancy they would create. Such requests shall be approved in seniority order based on length of service as a paramedic in this Department.
 - C. Those in classification C. may request to decertify and the City may allow them to decertify once the Department has appointed another paramedic to fill the paramedic vacancy they would create. Such requests shall be approved in seniority order based on length of service as a paramedic in this Department.
- 20.4 No employee shall be terminated due to a temporary loss of his/her paramedic certification.
- 20.5 Minimum staffing for paramedics will be nine. (The AG regarding vacation, buffers, etc. will be adjusted to reflect this)

21. Vacancies and Working Out of Classification

- 21.1 It is the intent of the employer to budget officer positions and to fill them as required, to provide the level of supervision determined by the City to be necessary and consistent with the safety of personnel and citizens as well as service to the community. Therefore, it is the intent of the employer that any work by any member of the unit in a job classification other than his assigned job classification would be an exception. In the event that the same position must be consistently filled by temporary appointment, contrary to the intent of the parties, the employer and the union will meet to discuss resolution of the issues. It is recognized that if the question of "consistency" cannot be decided by mutual agreement, it will be submitted and processed as provided for in the grievance procedure.
- 21.2 Within the context of the above statement of intent, the following is specifically agreed to by the parties hereto:
- A. The employer will create and fill sufficient officer positions to provide departmental supervision. The employer will provide

an officer or assigned "officer" to each engine and truck company at all times. However, in no case will the employer schedule more than two non-regular officers to duty as company officers.

B. Out-of-classification pay will be paid in the following manner whenever a vacancy occurs for any reason:

- (1) When a firefighter is required to work as a captain, or;
- (2) If a captain is required to work as a battalion chief, or;
- (3) When a firefighter or paramedic is required to work as a lead.

He/she shall be compensated at a rate of five percent (5%) more than his current pay rate, excluding overtime or other provisions for special pay.

C. In making out-of-classification assignments, the shift commander will appoint such person that he deems qualified. In making such determination, he/she shall give first consideration to employees on applicable eligibility lists. In order to work out of class, a firefighter must have at least four years seniority in the department.

21.3 Whenever a vacancy occurs (i.e., the person is no longer being paid by the city), said vacancy shall be filled; provided this shall not supersede any Civil Service laws or regulations, nor shall it affect the City Council's prerogative to, at any time, eliminate any position or staff's prerogative to recommend the same to Council.

21.4 The employer shall notify the union, in writing, fourteen (14) days prior to any recommendation to eliminate any position.

22. Employee Insurance

22.1 Each employee shall receive a term life insurance policy in the amount of one times annual base salary, not to exceed \$100,000, rounded up to the nearest \$1,000, double indemnity, the premium for which will be paid by the employer.

22.2 Effective January 1, 2009, each employee will pay \$58 per month of the medical insurance premium on a pre-tax basis.

For the term of this contract, the City will pay 100% of employee and dependent dental coverage.

- 22.3 Employees and their eligible dependents will have the option of selecting medical and dental coverage from one of four Flexible Benefits Plans, as outlined in Appendix B.

In addition, all employees will have the option of participating in Flexible Spending Accounts (FSAs) for reimbursable medical costs, dependent care costs, or premium sharing costs.

- 22.4 The Employer has the right to select insurance carrier(s), provided, however, that at least two medical plans will be offered and that the aggregate schedule of benefits currently enjoyed will not be substantially changed.

22.5 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.

23. 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 E.

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.

24. Physical Fitness Program

- 24.1 Participation in the physical fitness program as mutually set up by the Union and the City shall be mandatory. The City and the Union shall meet at least annually to continually evaluate the program.
- 24.2 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.

25. Retirement Plan and Deferred Compensation

- 25.1 All employees shall participate in the State of Washington Law Enforcement Officers and Firefighters Pension System. Employees may participate, at their option and cost, in the deferred compensation programs provided by ICMA Retirement Corporation and Nationwide Retirement Solutions.

26. Identification of Jobs

- 26.1 "Job" shall be defined as the employee's job title, job number and range assigned by the employer.
- 26.2 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.

27. Grievance Procedure

27.1 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.

27.2 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 union 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 union representative. The 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 union, 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 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.

- 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 selected by the process of alternately striking from a panel of eleven arbitrators (selected from WA or OR) requested from the Public Employment Relations Commission (PERC) or the Federal Mediation and Conciliation Service (FMCS). The Union 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 Union 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 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.

- 27.3 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.

28. Employee Discipline/Termination

- 28.1 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 personnel 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.
- 28.2 It is agreed by both parties that no entries may be made to an employee's personnel file from anonymous sources without substantive evidence.
- 28.3 The guidelines outlined in AG #400.4 will be followed by all parties in investigations into allegations of misconduct or substandard performance that, if substantiated, would likely lead to discipline as outlined in 28.1.

29. Labor Relations Committee

- 29.1 The Labor Relations Committee shall be composed of the Fire Chief and the Union Local President and/or their designees.

- 29.2 This committee shall meet at least monthly, or more frequently as agreed upon, to discuss mandatory subjects of bargaining.
- 29.3 The Fire Chief may hear input from the union on non-mandatory subjects of bargaining, and may consider the union's position on those matters.

30. Conflict of Contract and Ordinance

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.

31. Tuition Reimbursement

The employer shall establish a tuition reimbursement account in the Fire Department budget in the amount of \$8,000 for each year of this agreement. The department and the union shall develop and monitor a program for the disbursement of these funds to eligible union members.

32. Substance Abuse Prevention Policy

- 32.1 The union and the City agree that the Substance Abuse Prevention Policy dated March 2000 shall apply to all members of the bargaining unit. It is further agreed that the City shall not modify or change said policy without notifying the union of its intent and engaging in the collective bargaining process.

The city will conduct periodic training of all personnel, including supervisory personnel, in the content of the policy and in the means and methods whereby supervisory staff may identify characteristics triggering a "reasonable suspicion" testing process.

The city will endeavor to make available to any employee, at the time he or she may be required to undergo testing under the policy, a summary of the following: how and where the test will be administered, what the employee should do pending the outcome of the test results, and what may occur based on a positive test result.

Failure on the part of the city to provide this information to an employee prior to administering a test under the policy shall not void the results of the test nor shall it be considered a grievable action under the contract.

33. Paydays and Payroll Deductions

Pay periods shall be the following:

Pay Period of 1st through 15th – payday on 25th

Pay Period of 15th through end of the month – payday on 10th

Continued salaried (half of monthly pay each pay period – continue to calculate hourly for overtime purposes).

The parties agree that additional payroll deductions will be mutually agreed upon by the employer and the union.

34. 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.

35. 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 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.

36. Appendices and Amendments

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.

37. Successor Clause

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.

38. Termination and Renewal

38.1 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 38.2, below.

38.2 Pursuant to the provisions of RCW, Chapter 41.56, the employer agrees to commence negotiations with the union not later than June 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 _____, 2009.

For the Employer

Royce E. Pollard, Mayor

Patrick McDonnell, City Manager

Don Bivins, Fire Chief

Elizabeth Gotelli,
Human Resource Director

Approved as to form:

Ted H. Gathe, City Attorney

Attest:

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

For the Union

Mark Johnston, President

Robert Smith, Vice President

Nick Lazzaretto, Secretary

Bargaining Team

APPENDIX A

IAFF LOCAL 452

Paid Days Off Accruals

Effective January 1, 2006

For 24-Hour Shift Employees:

<u>During Year of Service</u>	<u>Paid Shifts off Per Year</u>	<u>Accrual Rate Per Month</u>	<u>Maximum Accumulation</u>
1-5	11 Shifts	22 Hours	824 Hours
6-10	12	24	824
11-15	14	28	824
16-20	15	30	824
21-25	17	34	824
26+	18	36	824

For 40-Hour Work Week Employees:

<u>During Year of Service</u>	<u>Paid Shifts off Per Year</u>	<u>Accrual Rate Per Month</u>	<u>Maximum Accumulation</u>
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
21-25	35	23.33	560
26+	36	24.0	560

In addition to the above, a maximum of five (5) shifts per person are allowed to be sold back at regular base rate. The intention to sell back PDO's must be

declared in the last pay period of October, in advance of the PDO selection process. PDO's may then be bid with the remaining PDO balance for that year.

APPENDIX B

IAFF, LOCAL 452

FLEXIBLE MEDICAL AND DENTAL BENEFIT PLANS

Employees will be able to choose from the following plans.

- Medical Option #1** - Kaiser HMO
- Medical Option #2** - Regence Blue Cross/Blue Shield of Oregon (BCBSO) PPO Hybrid
- Dental Option #1** - Washington Dental Service (WDS/Delta Dental)
- Dental Option #2** - Kaiser Dental HMO

Plans may be combined in a total of four (4) options (Medical/Dental): Kaiser/Kaiser, Kaiser/WDS, BCBSO/WDS, or BCBSO/Kaiser. In addition, members have an opt-out/cash-back option for eligible employees upon certification of other coverage.

In addition, all members will have the option of participating in flexible spending accounts for reimbursable medical costs, dependent care, or premium sharing costs.

Effective 01-01-08, this option was eliminated and the \$35 was added to base salary before applying the 2008 COLA.

APPENDIX C

IAFF, LOCAL 452 - FIREFIGHTERS

Payoff of Unused Sick Leave - LEOFF II

1. Payoff of Unused Short-Term Disability - Any employee listed below who retires from the employer on account of age shall be paid a sum equal to ten percent (10%) of his accrued and unused short-term disability leave if he has more than ten years of service with the employer; twenty-five percent (25%) if he has more than fifteen years of service with the employer; or fifty percent (50%) if he has more than twenty years of service with the employer.
2. Any employee listed below, who leaves the employer in good standing for reasons other than retirement, shall be entitled to one-half of the percentages stated in paragraph 1 above.

Listing of LEOFF II Employees Eligible for Sick Leave Payoff

Bartow, Fred
Bishop, Ronald
Chriss, Mark
Gross, Mike
Hixson, Dale
Holmes, David

Ness, Douglas
Schwartz, Francis
Smith, Robert

Woodhouse, Don
Wyant, Warren

APPENDIX D

COMPANY OFFICER PROGRAM

March 1, 1995, the city and the union bargained and agreed upon a "Company Officer Program" which resulted in the following:

1. The elimination of the rank of Lieutenant, and,
2. A process for movement through the steps of Captain which were based on time in grade and specific educational/experiential requirements.

The city and the union have agreed upon those requirements necessary to proceed through the steps of the Captain rank. Any changes to the program will be mutually agreed upon between the city and the union.

APPENDIX E

IAFF LOCAL 452

Method of Negotiating This Contract

For the 2006-2008 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:

Bellevue
Kent
King 10
King 39
Pierce 6
Snohomish Fire Protection District 1
Spokane
Spokane 1
Tacoma

For future negotiations, the parties agree to determine the comparables by:
Population (50%-150%) Fire Agencies in Washington
Assessed Valuation (50% - 150%)

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 fire fighter
 - Longevity pay for a 10 year employee
 -
 - Competency pay for a 10 year employee
- Education pay for an Associate Degree, divided by one third
- Holiday pay or In-lieu-of holiday pay
- Deferred compensation matching
- Paramedic Pay

- Special Operations Pay
- SCBA Repair Pay

Engineer pay was not included in this process as a majority of the comparables do not pay for this.

The value of Paramedic, Special Operations, and SCBA Repair pays was calculated by multiplying the specialty pay for any given department by the number receiving such pay, and then dividing by the number of uniformed employees in the department. For example, if Kent pays \$120/month for Haz-Mat team members, and there are 17 such members and 122 uniformed employees in the department, the average value to each employee per month is \$16.72 $((17 \times 120)/122)$.

These "total monthly compensation" components were then added together for each of the eight comparables. The totals were then added together and divided by eight to reach an average "total monthly compensation" for this group of comparables.

City of Vancouver's "total monthly compensation," using the above formula, was then compared to the average of the nine comparables and adjusted.

In future bargaining, Specialty Pay will only be reflected on the worksheet if work is done by Vancouver Fire Department bargaining members or 50% of the comparables.

APPENDIX F

Competency Pay – effective January 1, 2006

Members earn competency pay by demonstrating proficiencies as outlined in the task book. Each employee will be required to successfully complete all areas of competency eligible for competency pay by the deadline established by the Training Division.

The task book will be comprised of training requirements that must be met for each general area, listed below, although the specific requirements may be changed each year by the training committee. The general areas that will be covered in the task book will be: 1) Firefighter safety; 2) Firefighter Fundamentals; 3) Fire Ground Operations; 4) Fire Department Communication; and 5) Washington State Mandatory Compliance. Task books will be reviewed on an annual basis by the Training Division.

On their anniversary, members otherwise eligible for competency pay will bring the request forward, to the Chief's designee, for review. The review will include the past year's task book(s) to the nearest completed quarter. Assuming the task book has been completed and such completion is approved by the Chief's designee, members will be eligible for competency pay as outlined below.

Non completion of the task book will come to the Chief. The purpose of the Chief's review for non completion is to look at extraordinary circumstances as to why the tasks were not completed. If the Chief's review determines there were no extraordinary circumstances, the member will not be credited for the year they were not in compliance. Members need five (5) years with successfully completed task books to move to the next level.

Local 452 will be represented on a training committee to determine the competencies contained in the task book each year.

On January 1, 2009, competency pay is reflected in wages as follows:

The 2008 competency rates were added to the 2008 base salaries in the Fire Suppression ranges. Cost-of-living increases will be applied to the salary schedule in the future.

Competency pay was calculated on a top step 0-4 year firefighter range.

2% of top step firefighter after 5 years

4% of top step firefighter after 10 years

6% of top step firefighter after 15 years

8% of top step firefighter after 20 years

The 2009 salary schedule is attached.

Longevity Pay – effective January 1, 2006

A Fire Captain with 29+ years of service will receive 8% of top step firefighter (8% is calculated on a top step 0-4 firefighter range after a cost-of-living adjustment has been applied).

A Firefighter with 27+ years of service will receive 8% of top step firefighter (8% is calculated on a top step 0-4 firefighter range after a cost-of-living adjustment has been applied).