

AGREEMENT

By and Between City of Vancouver

And

IAFF Local 452 – Suppression Personnel



January 1, 2023 – December 31, 2025

TABLE OF CONTENTS

ARTICLE 1 – ARTICLE 1 - UNION REPRESENTATION4

ARTICLE 2 – RIGHTS OF MANAGEMENT4

ARTICLE 3 – UNION SECURITY4

ARTICLE 4 – UNION REPRESENTATIVES AND UNION ACTIVITIES5

ARTICLE 5 – WORK WEEK, HOURS OF WORK, SHIFTS6

ARTICLE 6 – PRODUCTIVE HOURS OF WORK10

ARTICLE 7 – LEAVE TIME.....11

ARTICLE 8 – MEDICAL EXAMINATIONS15

ARTICLE 9 – HOLIDAYS.....16

ARTICLE 10 – MILITARY LEAVE.....18

ARTICLE 11 – OTHER LEAVES18

ARTICLE 12 – RATES OF PAY18

ARTICLE 13 – POLICY REFERENCES20

ARTICLE 14 – CLOTHING AND BEDDING20

ARTICLE 15 – OVERTIME/DOUBLE TIME20

ARTICLE 16 – APPRENTICE PROGRAM21

ARTICLE 17 – EMT CERTIFICATION.....22

ARTICLE 18 – PERFORMANCE EVALUATIONS23

ARTICLE 19 – SPECIALTY PAY23

ARTICLE 20 – PARAMEDICS24

ARTICLE 21 – VACANCIES AND WORKING OUT OF CLASSIFICATION25

ARTICLE 22 – EMPLOYEE INSURANCE26

ARTICLE 23 – MEDICAL EXPENSE REIMBURSEMENT PLAN (MERP).....29

ARTICLE 24 – PHYSICAL FITNESS AND WELLNESS PROGRAM.....30

ARTICLE 25 – RETIREMENT PLAN AND DEFERRED COMPENSATION31

ARTICLE 26 – IDENTIFICATION OF JOBS31

ARTICLE 27 – GRIEVANCE PROCEDURE31

ARTICLE 28 – EMPLOYEE DISCIPLINE/TERMINATION.....33

ARTICLE 29 – LABOR RELATIONS COMMITTEE35

ARTICLE 30 – TUITION REIMBURSEMENT35

ARTICLE 31 – SUBSTANCE ABUSE PREVENTION POLICY.....36

ARTICLE 32 – PAYDAYS AND PAYROLL DEDUCTIONS36

ARTICLE 33 – SEPARABILITY CLAUSE36

ARTICLE 34 – NON-REDUCTION OF WAGES AND WORKING CONDITIONS
.....36

ARTICLE 35 – APPENDICES AND AMENDMENTS37

ARTICLE 36 – SUCCESSOR CLAUSE37

ARTICLE 37 – TERMINATION AND RENEWAL37

APPENDIX A39

APPENDIX B40

APPENDIX C41

APPENDIX D42

APPENDIX E47

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, or any other criteria established by state or federal statutes, rules or regulations, 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.

ARTICLE 1 – Union Representation

- 1.1 The employer recognizes the Union (Local 452) as the exclusive bargaining agent for all captains, engineers 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.

ARTICLE 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 discipline or discharge employees for just cause (except that new-hire probationary employees are at-will employees until they have completed their initial probationary period); 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 (subject to the provisions of Article 13).

ARTICLE 3 – Union Security

- 3.1 Members of the bargaining unit who join the Union may authorize deduction for payments, of dues and other fees, as provided in this Article. Members of the bargaining unit who do not join the Union may choose to voluntarily make a payment in lieu of dues as provided in this Article. However, any member of the bargaining unit who

does not join the Union shall have no rights to benefits provided to Union members (other than the benefits provided under this Agreement and City Policy) and shall have no right to vote or participate otherwise in Union meetings. Employees desiring to become, and/or remain, a member of the Union shall advise the Union with an "opt-in" letter provided by the Union that authorizes the deduction of payments, of dues and other fees, from the wages of employees who have chosen to "opt-in" and forward those payments, of dues and other fees, to the Union each month. Conversely, those who chose to "opt-out" of Union membership shall advise the Union in the same manner. Deduction of payments in lieu of dues and other fees from non-members of the Union within the bargaining unit shall only be made upon written authorization freely given which clearly and affirmatively consents to the deduction of the payment in lieu of Union dues. Upon receipt of notification by the Union of authorization for deduction of payments as provided for in this Article, the employer shall begin deductions effective the pay period in which the notification occurs. Amounts deducted from both members and non-members shall be forwarded to the Union each month.

- 3.2 In the event an employee covered by the bargaining unit notifies the Union that they no longer wish to have dues or fees deducted from their pay, the Union will provide written notice to the Employer. The Employer will discontinue withholding dues no later than the second payroll, after the City's receipt of written notice from the Union.
- 3.3 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 designee and corrected if found to be in error.
- 3.4 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.

ARTICLE 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 de minimis use of City owned resources in the performance of union activity only to the service levels and access points determined to be appropriate for City owned resources by the Information Technology Department at that specific moment in time. The City recognizes the union's business need to communicate to the membership utilizing the City's email system and will maintain an email "group" for such purposes.
- 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 investigation of grievances as approved by the Chief of the department or 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.

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

ARTICLE 5 – Work Week, Hours of Work, Shifts

- 5.1 Management has the right to schedule hours of work, shift assignments, and days off.
- 5.2 Pursuant to Section 7(k) of the Fair Labor Standards Act (“FLSA”), the City has adopted a sixteen (16) day work period for bargaining unit members. For those employees required to work debit days, the City has adopted a thirty-two (32) day Debit Day Cycle, which spans two (2) FLSA work periods.
- 5.3 Emergency Response and Readiness – 24-hour Schedule

- A. The four-platoon (4-platoon) shift schedule shall be twenty-four (24) hours on, forty-eight (48) hours off, twenty-four (24) hours on, ninety-six (96) hours off, resulting in four (4) Static Work Days in each FLSA work period, and eight (8) Static Work Days in each Debit Day Cycle. In addition, employees will be assigned one (1) debit day in each Debit Day Cycle (of which there are approximately 11.4 per year). Debit Days will be assigned pursuant to the Annual Work Day Selection and Assignments Policy 500.20. The combination of Static Work Days and Debit Days results in an average of approximately one hundred three (103) shifts or two thousand four hundred fifty-eight (2458) hours per year (52 weeks at 47.26 hours per week).
- B. Three (3) meal and two (2) break periods, in addition to regular work periods, will be provided when working twenty-four (24) hour shifts.

- 5.4 Emergency Response and Readiness – Alternative Schedules

The alternative schedules below may be utilized so long as not less than thirty-eight (38) personnel are daily maintained on a schedule consisting of twenty-four (24) hour shifts; provided this number will increase to fifty-one (51) effective January 1, 2024.

- A. 4-10's. A 4/10 schedule may be utilized by the employer so that the weekly hours of duty shall average forty (40) hours per week within a seven (7) day

work schedule, and may be from Sunday through Saturday. The work hours will begin at 0700 and end at 1700. Schedules will be assigned with consecutive days of work and consecutive days off. One meal and two break periods, in addition to regular work periods will be provided when working a 4/10 schedule.

Employees may take paid days off (PDOs) while assigned to this schedule with the approval of their supervisor, outside of the annual bidding process.

1. Definitions:

- a. Point Posting: Positioning of a rescue at a specific geographic location, detached from a station, to provide emergency response during peak demand hours. Point locations will be identified. Rescues will respond from and return to the identified location unless actively responding to a call.

Intent of Point Posting: The department needs to be able to Point Post to collect response data to determine optimal deployment locations for emergency response planning. The minimum time period needed for collection of data is six (6) months. Point Posting will be limited to six (6) months total in a rolling twelve (12) month calendar, regardless if Point Posting locations are changed (i.e., the calendar does not reset with a change in locations).

If Point Posting is adopted as an operational program versus data collection; a climate controlled alternative will be made available for crews to use during their shift. This may be in the form of a rented store front, mobile job site trailer or other convenience the department finds that meets the conditions of a climate controlled environment. The department will consider climate controlled alternatives when analyzing potential Point Posting locations to be used during data collection.

- b. Zone Posting: Positioning of a rescue in a broad geographical location, detached from a station, with pre-identified boundaries during peak demand hours. Zones will be identified and rescues will be allowed to move freely within the zones while waiting for call assignments. Zone posting will allow for access to public facilities and other private establishments during the shift hours.
- c. Station Based: Positioning of a rescue at a fire station during peak demand hours. This may be the Rescues assigned station or another station.

2. Scheduling:

- a. Point Posting: 4/10s with consecutive days of the week identified as work days.

- b. Zone Posting: 4/10s with consecutive days of the week identified as work days.
 - c. Station Based: 4/10s with consecutive days of the week identified as work days.
 - B. All members on an assignment on an apparatus utilizing the emergency response and readiness alternative schedule will be given a five percent (5%) pay increase for the term of the assignment regardless of whether the assignment was voluntary or compelled. This premium will not apply to members performing fill-in or overtime work due to the absence of a member who is regularly assigned to an apparatus utilizing the emergency response and readiness alternative schedule.
- 5.5 Assignment and Transfer from and to a 4/10 Schedule.
 - A. Assignments to the Rescue Assignment will be first by those who desire to fill the vacancy and meet the qualifications for the position. If no employee willingly accepts the position, selection will be made based upon the employee with the least non-probationary seniority within the position per the Annual Work Day Selection and Assignments Policy 500.20. Except when necessary to replace a departing member or a member who is medically unable to fulfill a Rescue Assignment, all Rescue Assignments will be for a complete Annual Staffing Cycle.
 - B. Members of the Rescue Assignment may exchange shifts per Section 5.5.
 - C. Members on the Rescue Assignment (whether bid or compelled) will not participate in the annual PDO selection process applicable to those working 24-hour shifts. These members will select PDO in the manner identified in the Paid Days Off and (during 2023) Comp Time Selection Policy 500.22.
- 5.6 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 approved pursuant to the Shift Trades Policy 500.24.

Employees shall not work more than ninety-six (96) hours in any one hundred eight (108) hour work period. In any consecutive one hundred eight (108) hour work period an employee must have no less than twelve (12) hours of consecutive off duty time. The Union and the Administration mutually agree that if an employee is fatigued to the point of being unsafe, as determined by the supervisor, said employee may be relieved of duty earlier than the ninety-six (96) hours.
- 5.7 New Hire Schedule
 - A. Newly hired firefighters will initially be scheduled on 40-hour work week for up to six (6) months for orientation and training. This work week may be flexible depending on training needs, specifically for EMT classes and/or offsite recruit school training. Schedules requiring an employee to work outside a normal 5-8's or 4/10 schedule will require thirty (30) days' notice.

- B. Probationary employees shall not miss scheduled training nor owe or be owed more than twenty-four (24) hours trade time.
- 5.8 Retraining Schedule. 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.
- 5.9 Administrative Assignment Schedules
- A. An employee may be placed on a 40-hour per week schedule on a temporary basis for administrative assignments by mutual agreement between employee and employer. The hours of work for 40-hour per week administrative 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.
 - B. 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 five percent (5%) pay adjustment.
 - C. Administrative assignments shall not exceed two (2) 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 (2) consecutive terms in the same administrative assignment position will be where there are no other qualified applicants.
 - D. The qualifications for any administrative assignment will be provided to the union at least thirty (30) days prior to the selection process.
 - E. Probationary captains may be placed on a temporary forty (40) hour work week for up to three (3) weeks for training and orientation.
 - F. Training Captain assignments will be made as outlined in AG #500.5 and are not subject to the terms of the Article.
- 5.10 Leave Accruals for 40-hour Per Week Assignments. Employees working a 40-hour per week schedule, including light duty, for thirty (30) days or more shall, for the purposes of leave accrual and holidays, be treated as follows: (Assignments as Recruit-Academy instructors are not subject to this clause)

- A. PDO/Sick Leave Accrual. At the time a 40-hour assignment reaches thirty (30) days, the employee will begin accruing PDO and sick leave at the applicable 40-hour rate.
- B. PDO/Sick Leave Balances. At the time a 40-hour assignment reaches thirty (30) days, leave accruals will be converted by multiplying the applicable leave balance by .846 (Average hours of work on shift schedule divided by forty hours). When returning to a 24-hour shift, leave accruals will be converted by multiplying the applicable leave balance by 1.182 (40 hours divided by the average hours of work on shift schedule).

For example, on PDO:

24-hour shift employee with twelve (12) years of service and a balance of 650 hours. Conversion to 40-hour accrual maximum:

650 times .846 equals 549.90 hours. This is the new balance. The employee works the 40-hour schedule for four (4) months, accruing at 23.69 hours per month, bringing their balance to 644.66 hours. They then return to a 24-hour shift schedule.

*Conversion to 24-hour accrual maximum:
644.66 times 1.182 equals 761.99 hours. This is the new balance.*

Once the administrative assignment ends, the employee's PDO and sick leave balances shall be converted back to that of a 24-hour shift employee (see example above). Partial months of administrative assignment shall be prorated on a daily basis for purposes of PDO and sick leave accruals.

- C. Holidays
 - 1. Four-platoon shift employees working a 40-hour work week on administrative assignment shall be allowed holiday leave as outlined in Section 9.4 during their administrative assignment.
 - 2. Employees working the 4/10 response and readiness schedule shall be allowed holiday leave as outlined in Article 9.4.

ARTICLE 6 – Productive Hours of Work

- 6.1 Productive hours of work are 0800 to 1700, with exercised discretion of the Company Officer.
 - A. Except in an emergency situation, the City will notify the Union in advance when working outside these productive work hours.
 - B. If crews are required to work outside the productive work hours, they will be given an equal amount of standby time during normal productive work hours on that day.

- C. Requiring work outside productive work hours should be an exception for training, events, or other items that cannot be completed during normal productive work hours.
- D. On Saturday and Sunday four continuous (4) 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 otherwise determined by the company officer.
- E. On each day 0700-0800 is reserved for apparatus checks, morning meal and travel to assigned work beginning at 0800.

ARTICLE 7 – Leave Time

7.1 Paid Days Off.

- A. Each employee shall accrue paid days off (“PDO”) each year in compensation for vacation, holidays, sickness and personal business time off. The accrual rates for employees working 24-hour shifts and employees working 40-hour per week schedules are described in Appendix A of this Agreement. PDO will be scheduled according to departmental policies and procedures including Policy 500.22.
- B. At the end of the PDO Bidding process (Ref. Policy 500.22) any unclaimed vacation slots will remain open until one week prior to the date. Vacation scheduled within one week of the requested date may still be approved at the discretion of the Chief or designee. Furthermore, effective January 1, 2024, employees may use annually a maximum of ninety-six (96) hours of their accrued PDO in circumstances that exceed the number of allowable leave slots subject to the following conditions:
 - 1. The member must secure a substitute willing and available to work overtime for the hours of leave use. Substitutes will be permitted on a rank-for-rank basis.
 - 2. The PDO bank for the member taking leave will be debited on an hour-for-hour basis.
 - 3. The substitute member will be added to the schedule for the appropriate hours and will be paid at the overtime rate.
- C. Employees may begin using accrued PDO hours as soon as the hours are deposited into their PDO bank. PDO hours accrued in a pay period cannot be used in the same pay period in which time is earned, i.e., PDO hours accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.
- D. An employee shall be paid for all earned and accrued PDO hours at the employee's current rate of pay when they terminate employment.
- E. If an employee must leave their work assignment due to a personal emergency during their shift, they will be paid for hours actually on duty during said 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 (1) 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.

7.2 Sick Leave.

- A. Employees shall accrue sick leave at the following rates:
 - 1. 24-hour employees – the accrual rate shall be twenty (20) hours per month to a maximum accumulation of 1,911 hours.
 - 2. 40-hour employees – the accrual rate shall be 16.32 hours per month to a maximum accumulation of 1,560 hours.
- B. Probationary employees. Probationary employees will begin accruing sick leave immediately and may begin using accrued sick leave hours as soon as the hours are deposited in the employee's bank. Sick leave hours accrued in a pay period cannot be used in the same pay period in which time is earned, i.e., sick leave hours accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.
- C. Unless otherwise required by applicable law, sick leave may be used only for:
 - 1. The employee's own illness or injury;
 - 2. Pregnancy or childbirth;
 - 3. Quarantine following exposure to a contagious disease where the employee's presence on the job might jeopardize the health of others.
 - 4. Care for a family member with an emergency, or a serious health condition as those terms are defined in the FMLA or Washington State Family Care Act (WFCA); and
 - 5. Health care appointments that cannot be scheduled during non-work hours.
- D. Cashout of Unused Sick Leave –Employees who separate from the employer through a LEOFF retirement or due to disability shall be paid a sum equal to twenty percent (20%) of their accrued and unused sick leave.

7.3 LEOFF-II Time Loss Guarantee (Duty Related)

- A. Duty Related Injury Leave
 - 1. In lieu of the statutory supplement described in RCW 41.04.500 et seq., the City will provide a LEOFF supplement to the time loss payments that

are received by employees who have suffered on-the-job injuries as follows:

- a. The City will provide its supplement by paying the employee's base salary during the time periods that are set forth herein. Unless otherwise provided herein, the employee is entitled to time loss benefits under RCW, Title 51 receiving benefits under RCW, Title 51, and shall continue as long as the employee is receiving benefits under RCW, Title 51, up to a maximum of six (6) months from the first date of time loss.
- b. Employees receiving the City's time loss supplement must, within ten (10) business days of receipt, sign over to the City all time loss payment checks provided by the City's insurance administrator and/or the State. Time loss will be authorized and administered in accordance with L&I guidelines and/or Title 51.
- c. The six (6) month period that the City provides the LEOFF Supplement shall begin on the first day the employees receive the LEOFF Supplement, which as is set forth below may or may not coincide with the payment of time loss.
- d. If an employee sees a treatment provider during the three (3) day waiting period (which is defined for the purposes of this Article as the first three (3) days after an employee's date of injury, not including the date of injury) and if the employee is determined to not be able to work as a result of their injury and would not ordinarily be entitled to time loss during this period under L&I guidelines and/or Title 51, then the employee will receive the LEOFF Supplement for hours missed on their date of injury and the three (3) day waiting period at their normal base rate. For example: If an employee is injured mid shift on January 1, leaves work early and sees a treatment provider on January 2 who medically restricts the employee from work to January 10, then the employee would receive the LEOFF supplement for the missed hours on January 1, and January 2, 3, & 4, and then a combination of the LEOFF Supplement and time loss for January 5-9, returning to work on January 10. The six (6) month period that the LEOFF Supplement is provided will begin running on January 1.
- e. If time loss is paid pursuant to L&I guidelines and/or Title 51 for the three-day waiting period after the date of injury, then the employee will receive the combination of time loss and the LEOFF Supplement for those days. The LEOFF Supplement will be paid for hours missed on the date of injury. For example: If the employee is injured on January 1, sees a doctor on January 2 who takes the employee off work, and the employee is medically restricted from working to January 21, then the employee receives the LEOFF Supplement for any hours missed on the date of injury, and a combination of time loss and the LEOFF

Supplement from January 2 through January 20, and returns to work January 21. The six (6) month period that the LEOFF Supplement is provided will begin running on January 1.

- f. If an employee does not seek medical treatment until after the three-day waiting period, then any time missed from work on the date of injury and those first three days will be coded using their accrued sick leave. For example: If an employee is injured on January 1, sees a doctor on January 5 who medically restricts the employee from working to January 15, then the employee will receive a combination of the LEOFF Supplement and time loss for January 5 through January 14, returning to work January 15. The employee would need to take accrued sick leave for hours missed on the date of injury and January 2, 3, 4. The six (6) month period that the LEOFF Supplement is provided will begin running on January 5.
 2. After the expiration of the six (6) month period in which the LEOFF supplement provided for herein is provided to an employee, the employee may supplement time loss payments, up to their normal monthly salary, from their available leave accruals.
 3. Employee benefits, including the Health Trust contribution, sick leave, LTD and PDO will continue for the duration of the employee's employment.
 4. In a circumstance of a catastrophic one-time event, where the injury results in an immediate, total and permanent disability where the employee is unable to perform the essential job functions, excluding death, the provisions of a duty related injury shall apply; provided that no employee will receive the supplement described in this section after receiving permanent total disability compensation or pension as referenced in RCW Title 51 if they are unable to work as a firefighter.
- B. Off Duty Rescue/Lifesaving Disability. Any employee who is disabled while engaging in a rescue or lifesaving situation, in the Vancouver Fire service area, 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.
- C. An employee may, for a period of two (2) months following return to active service, draw prospectively upon sick leave the employee is expected to accumulate, up to a maximum of three days (3) or three work shifts (3), whichever is greater. Any sick leave drawn prospectively as provided in this subsection, shall be charged against earned sick 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 sick 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

- A. On-the-Job Light Duty. 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. Light duty may include, but is not limited to, fire inspections. Light duty is not a permanent assignment, and rather is intended to provide a temporary bridge between the time of injury and returning to regular duty.
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 retain all contractual rights to which they would otherwise be entitled. A LEOFF-II employee's sick leave balance shall not be charged for any supplement paid to the employee while performing a light duty assignment.
- B. Off-the-Job Light Duty. 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. The Chief will determine whether a light duty assignment is available and the work associated with the assignment, which may include fire inspections pursuant to the cross-jurisdictional agreement between the Union and guild representing the Fire Marshal's Office bargaining unit.
- C. Schedule and Pay. All light duty assignments, whether a result of on or off the job injuries, shall be on a 40-hour work week basis. If a 24-hour shift employee is assigned to a 40-hour work week, their pay will be calculated based on a 40-hour work week.
- D. 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.
- E. Leave Accrual. Suppression employees, who continue on light duty for thirty (30) days or more, will have their leave accruals converted as described in Section 5.10, and will accrue leave at the rate applicable to their light duty schedule.

ARTICLE 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 their 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 their 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 (1 ½) times the employee's base rate of pay if the examination is on a day in 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.

ARTICLE 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
- Juneteenth – June 19th
- Independence Day – July 4
- Labor Day – First Monday in September
- Veteran's Day – November 11**
- Thanksgiving Day – Fourth Thursday in November
- Native American Heritage Day (the day immediately following Thanksgiving)
- Christmas Day – December 25

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

9.2 24-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 4th 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. Employees will receive eight (8) hours of holiday pay per occurrence. For employees scheduled for other than an eight (8) hour day, the employee will not be required to work on the holiday, and may choose to either:
 - 1. Utilize PDO or (during 2023) compensatory time to cover the additional hours beyond eight (8); or
 - 2. Work the hours beyond the eight (8) hours of holiday, for which they will be compensated at regular straight-time.
- B. 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.
- C. Any employee who is on authorized sick leave when a holiday occurs will receive the equivalent of eight (8) hours pay for that holiday and will not have their sick leave accrual charged. For employees working other than an eight (8) hour day, the additional hours will be deducted from the employee’s sick leave bank.
- D. Any employee who is on scheduled and approved vacation when a holiday occurs will receive eight (8) hours pay for that holiday. For employees working other than an eight (8) hour day, the additional hours will be deducted from the employee’s PDO bank.
- E. Any 40-hour per week employee who is required to work on one of the actual holidays as specified in Section 9.1 shall be paid double their base rate for the hours worked plus pay for the holiday.
- F. Holidays recognized on a normally scheduled day off the employee will bank eight (8) hours of holiday pay.
 - 1. This bank will be paid out at the time they move to a 24-hour shift.
 - 2. The employee will have the option to cash out any portion of the holiday bank, annually, during the same timelines of the contractual PDO payout.
- G. New employees working other than an 8-5 schedule will be allowed to utilize accruals as noted in 9.4 (A) to cover any additional time. If there is a holiday in the new employee’s very first pay period, the employee will be allowed to “borrow” the hours from their PDO bank and an adjustment will be made the following pay period.

ARTICLE 10 – Military Leave

Employees are entitled to paid military Leave as provided by RCW 38.40.060 and unpaid military leave as required by applicable federal law.

ARTICLE 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 (5) working days, or forty-eight (48) working hours 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, child, mother, father, brother, sister, or step family, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and grandparent, grandchild of the spouse or member of the employee's immediate household. (It is understood that this policy extends to members of a domestic partner's family to the same extent as specified for a spouse above).
- 11.3 Bereavement leave in excess of forty-eight (48) working hours for 24-hour shift employees or forty (40) hours for 40-hour per week employees may be charged to either accrued sick leave balance or PDO with the approval of the Fire Chief or designee.
- 11.4 Family and Medical Leave (FMLA) shall be granted pursuant to the requirements of the Family and Medical Leave Act of 1993 and City of Vancouver policies.

ARTICLE 12 – Rates of Pay

- 12.1 Forty-Hour (40) Per Week Personnel. The hourly rate of the employee will be their monthly base rate multiplied by twelve (12) months and divided by 2080 hours. This rate multiplied by eight (8) hours will be the daily base rate; multiplied by forty (40) hours will be the weekly base rate; and multiplied by 173.3 hours will be the monthly base rate.
- 12.2 Twenty-Four (24) Hour Shift Personnel. The hourly rate of the employee will be their semi-monthly base rate multiplied by twenty-four (24) pay periods and divided by two thousand four hundred fifty-eight hours (2458) (52 weeks x 47.26 hours per week). 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 are set forth in Appendix D.
 - A. Engineers. Effective January 1, 2024, the Department will establish the new rank of Engineer and staff that rank with fifty-six (56) engineers. Promotions will follow a testing/promotional process designed with input from the Local and completed during 2023 prior to Annual Work Day Selection & Assignments

(Policy 500.20). Those promoted to Engineer will receive an additional five percent (5%) of top-step firefighter (without competency).

B. Captain Pay Structure.

1. During 2023, the Captain steps shall be as follows:

Step 1:	TSFF * 1.10 (110%)
Step 2:	CP1 * 1.05
Step 3:	CP2 * 1.05
Station Captain	CP3 * 1.05

2. Effective January 1, 2024, Step 1 from the 2023 Captain steps will be eliminated, and all Captains currently at Step 1 will move to the new Step 1 below. Captains whose step is changed by virtue of this paragraph will retain their original step increase date.

Step 1:	TSFF * 1.16 (116%)
Step 2:	CP1 * 1.05
Station Captain	CP2 * 1.05

3. Effective January 1, 2025, Step 1 will be increased as follows:

Step 1:	TSFF * 1.17 (117%)
Step 2:	CP1 * 1.05
Station Captain	CP2 * 1.05

C. Special Programs. Captains assigned a special program will be paid at one hundred five percent (105%) of their current captain step while working on the project. Firefighters, paramedics or Engineers assigned to a special program will receive a premium of five percent (5%) of top-step firefighter (without competency) while working on the program. For purposes of this paragraph, special programs are as follows:

1. Wellness
2. Peer support
3. CRESA
4. Saws
5. CERT
6. Radios

D. Special Projects. Employees assigned to a special project will be paid at their overtime rate for all hours outside their normal schedule spent working on the project.

- 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 four and two-tenths percent (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.

ARTICLE 13 – Policy References

- 13.1 Interaction Between Policy and the Agreement. This Agreement supersedes specific provisions of City and Department ordinances, policies and rules with which it conflicts. Absent such a conflict, employees will be subject to all City and Department ordinances, policies and rules.
- 13.2 The City will satisfy any bargaining obligation under RCW 41.56 before making a change to applicable rules, regulations, and/or policies that involve mandatory subjects for employees covered by this Agreement.

ARTICLE 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.

ARTICLE 15 – Overtime/Double Time

- 15.1 In the event the need for overtime should arise, overtime will be compensated according to the following schedules.
 - A. Double time will be paid when predetermined staffing levels are increased to address emergency situations. Such pay shall be for a minimum of two (2) hours.
 - B. All other circumstances where overtime is required will be paid at time-and-one-half (1 ½). 40-hour per week employees will be paid time-and-one-half (1 ½) for all time worked:
 - 1. In excess of forty (40) hours per work week; or
 - 2. Outside the employee's normal assigned work schedule.
- 15.2 Compensatory Time Off.

- A. During 2023, 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. Employees may use a maximum of ninety-six (96) hours of compensating time off in a calendar year.
 - B. Comp time must be used in a minimum of four (4) hour blocks between the hours of 0800 – 1200 and a minimum of five (5) hour blocks between the hours of 1200 – 1700.
 - C. Effective January 1, 2024, all overtime will be compensated through overtime pay, and employees will no longer be permitted to opt for compensating time off as an alternative form of compensation. All compensatory time accrued as of December 31, 2023, will be cashed out at the employee's then-applicable rate of pay. Payment will be included in the first payroll period in 2024.
- 15.3 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. Twenty-four (24) hours in the case of suppression personnel or eight (8) or ten (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 their 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.
- 15.4 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.

ARTICLE 16 – Apprentice Program

- 16.1 All new employees are required to participate in the apprentice program subject to a one (1) year probation, to include those individuals that are hired from another journeyman department, and must complete all provisions of the program, (as adopted by the Joint Committee) as a condition of employment. If unusual or extraordinary circumstances occur, outside the control of the participant, the Joint Committee will evaluate and determine any exceptions to meeting the requirements.
- 16.2 Current firefighters, paramedics, and captains will become journeyman through a process developed by the Joint Committee in compliance with JATC (Joint Apprenticeship and Training Committee) requirements and Washington State Law.
- 16.3 The recruit training academy and EMT will be paid by the employer to include: wages, benefits, and tuition. In addition, if the academy is outside the Vancouver service area the following will also be paid by the employer: mileage, commuting time wages for once a week travel to and from the academy, housing, and meals. The City will not pay overtime for any "Related Technical Instructions".

- 16.4 The City will reimburse the required tuition cost, if a grade of “C” or higher attained, for all “Related Technical Instruction”. The apprentice will enroll in on-line training opportunities and perform this coursework during the apprentice work hours. The City will establish a separate reimbursement account separate from the current reimbursement systems. The Joint Committee will regulate the apprentice requirements to assure the apprentice can reasonably meet these requirements.
- 16.5 Wages for new apprentices will be paid according to the current collective bargaining agreement. Employees hired with JATC credentials shall be compensated at the wage step commensurate to their current level of certification within the JATC system.
- 16.6 For the purpose of attaining any apprentice training requirements, the productive work hours of apprentices will be extended to 10 pm at night for all assigned shifts. The City will ensure that discretionary time for the apprentice to work on apprentice training requirements will be made available.
- 16.7 Apprentices may be placed onto a daytime schedule for purposes of mandatory apprentice training requirements without any additional pay or premiums. The City will provide an annual schedule for each apprentice of the training requiring a schedule change prior to vacation selections each year.
- 16.8 Fire District 5 and the City agree to no longer use volunteers for emergency response delivery. In the event the apprentice program ends, the volunteer program will be reinstated to provide emergency response delivery existing within the scope of the program as it exists at the date of ratification of the November of 2014 Memorandum of Understanding. Outside agencies like the Red Cross and the Trauma Intervention Program (TIP) will continue to operate in support of emergency operations.
- 16.9 Apprentices will be allowed to work overtime and participate in shift trades in accordance with current policy, practice and pursuant to the parties’ collective bargaining agreement. If the City utilizes an external recruit school for initial training, they will maintain a ratio of at least one (1) IAFF 452 instructor to every six (6) recruits (for example: 1-6 recruits, 1 instructor. 7-12 recruits, 2 instructors). The first instructor will be a Captain, and subsequent instructors will be drawn from an established instructor pool of interested IAFF 452 members who may be Captains, Firefighters, or Firefighter Paramedics. The instructor pool will be established by the employer based upon requests of the membership for interested applicants with a subsequent interview process for selection as determined by the employer.

ARTICLE 17 – EMT Certification

- 17.1 It shall be a requirement of employment to acquire and maintain a Washington State 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 their EMT-B certification.

ARTICLE 18 – Performance Evaluations

Employees will be given the opportunity to read and contribute information to any formal evaluations of their performance that are conducted by the City before any such evaluation is placed into their personnel file. Employees will also have the right to submit a written rebuttal to any performance evaluation and to have that rebuttal placed in their personnel file along with the evaluation.

ARTICLE 19 – Specialty Pay

19.1 Specialty pay will apply to the following assignments:

- A. Hazmat
- B. Tech Rescue
- C. Marine
 - 1. Deckhand or Officer – Technician Level
 - 2. Marine Captain – Technician Level
 - 3. Lead Marine Captain – Lead Level
 - 4. Marine Pilot – Marine Pilot Level
 - 5. Lead Marine Pilot – Lead Marine Pilot
 - 6. Marine Coordinator – Coordinator Level
- D. Shipboard
 - 1. Shipboard Firefighter – Technician Level
 - 2. Shipboard Firefighter Team Leader – Lead Level
- E. SCBA-Technician Level
 - 1. The employer may choose to end SCBA assignments and contract out for such repairs at any time.
- F. PIO - Team Lead Level

19.2 Specialty Pay shall be at the following monthly percentages:

Specialty Pay 1 (Trainee)	1.1% of base pay
Specialty Pay 2 (Technician)	2.2% of base pay
Specialty Pay 3 (Team Lead)	3.6% of base pay
Specialty Pay 4 (Coordinator)	5.0% of base pay
Specialty Pay 5 (Marine Pilot)	7.0% of base pay
Specialty Pay 6 (Lead Marine Pilot)	8.4% of base pay

19.3 Assignment to any specialty will be by mutual agreement of the parties, and any assignment may be ended by the employer at any time.

- 19.4 Specialty Pay (SP) amounts are not cumulative. For example, a firefighter at SP 3 level shall not receive specialty pay for the SP 1 and 2 levels. They shall only receive specialty pay at the SP 3 level.
- 19.5 To receive Specialty Pay under this contract, an employee must have prior approval of the Chief. Special Operations teams personnel shall adhere to all rules, regulations, policies, and training standards established by the City and the Vancouver Fire Department.
- 19.6 Only one specialty assignment will be allowed per person, unless the Fire Chief approves one specialty assignment to double up with another specialty. Legacy employees who have two specialties assigned as of January 1, 2023, will be permitted to retain both specialties until one or both of their specialty assignments end.

ARTICLE 20 – Paramedics

- 20.1 Employees who are assigned by the Chief or designee as paramedics shall be compensated as follows:
 - A. Fifteen percent (15%) of the top step firefighter (without competency) salary shall be added to the monthly base wage of Firefighter Paramedics.
 - B. During 2023, ten percent (10%) of the top step firefighter (without competency) salary shall be added to the monthly base wage of Captain Paramedics. Effective January 1, 2024, the Captain Paramedic rank will be eliminated as described in Section 20.6.A and Captains maintaining their paramedic certification will be compensated as described in Section 20.6.B below.
- 20.2 There are two distinct classifications of paramedic-certified employees, as follows:
 - A. Those who became paramedics before January 2, 1995.
 - B. Those who became paramedics after January 2, 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 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 their paramedic certification.

- 20.5 For 2023, minimum staffing for paramedics for leave selections will be eleven (11). Effective January 1, 2024, minimum staffing for paramedics for leave selection will be seventeen (17).
- 20.6 Captain Paramedic (PM) Classification Phase-Out
- A. Effective January 1, 2024, the Captain Paramedic rank will be eliminated. Those captains who held the Captain Paramedic rank as of December 31, 2023, will be red circled at their current rate of pay (Captain Paramedic step and years of service) until such time as the appropriate Captain (step and years of service) rate is greater than their red-circled rate.
 - B. Effective January 1, 2024, three (3.0%) of the top step firefighter (without competency) salary will be added to the monthly base wage of captains who maintain their paramedic certification. The Department will continue to pay for the educational requirements necessary for Captains with medic certification to keep their paramedic certification. Such captains will mentor current paramedics, evaluate probationary paramedics (who have been cleared to and may act as a primary paramedic on an emergency scene), and may act themselves as a paramedic on an emergency scene. Except as provided in paragraph D below, Captains with paramedic certification will not have paramedic duties as their primary role and will not be considered paramedics for minimum staffing purposes.
 - C. Paramedics promoted after January 1, 2023, will not be required to decertify when promoted to Captain.
 - D. Effective January 1, 2024, if a Captain who has maintained paramedic certification voluntarily accepts a request from the Department to serve as a primary paramedic, the Captain will receive an additional twelve percent (12%) of the top step firefighter rate (without competency) for all hours worked as a primary paramedic. This premium will be paid in addition to the three percent (3%) certification pay described in Paragraph B above.

ARTICLE 21 – Vacancies and Working Out of Classification

- 21.1 The Department has the authority to appoint acting officers or engineers 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. It is the intent of the employer to make work by any member of the unit in a job classification other than their assigned job classification an exception to the expectation that positions in the bargaining unit will normally be filled by the rank prescribed by the employer's minimum staffing requirements. The Department will make reasonable efforts to fill short-term vacancies (those expected to last thirty (30) days or less) with voluntary overtime before making an out-of-class assignment. If mandatory overtime becomes necessary to meet minimum staffing requirements, such assignments will be made on a rank-for-rank basis. In the event that the same position must be consistently filled by temporary appointment, the employer and the union will meet to discuss resolution of the issues.

- 21.2 To be eligible for an out-of-class assignment, the employee must have passed the most recent promotional examination for the classification for which the acting assignment is classified and have completed the required sections of the position task book.
- 21.3 For out-of-class assignments lasting less than thirty (30) calendar days, the shift commander will appoint the person they deem most qualified, giving priority to eligible employees within a designated platoon (i.e., shift). Out-of-class assignments expected to last thirty (30) calendar days or longer will be filled through a temporary acting appointment made by the Fire Chief or designee from among the top three (3) candidates on the current promotional list for the classification or, if fewer than three (3) candidates remain on the list, from those that remain.
- 21.4 When acting out of class, an employee will be compensated at a rate five percent (5%) more than their current pay rate, excluding overtime or other provisions for special pay. An employee who has received a temporary acting appointment will be paid at the base rate for the classification in which they are acting.
- 21.5 The employer shall notify the union, in writing, fourteen (14) days prior to any recommendation to eliminate any position.

ARTICLE 22 – Employee Insurance

- 22.1 Life Insurance. Each employee shall receive a term life insurance policy in the amount of one (1) 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 Health Insurance. During the term of this agreement, IAFF Local 452 will provide medical, dental and vision benefits to members, their spouses, qualified domestic partners, and dependents through the Vancouver Firefighter's Union Health and Welfare Trust established September 16, 2011 ("Trust").

It is the goal of the parties that this agreement will provide a long-term framework for bargaining unit health care coverage. Through this agreement, the parties seek to:

- meet the health care needs of employees, their spouses, qualified domestic partners, and dependents;
- significantly slow the growth of health care costs and create a more sustainable system;
- provide greater collective consumer choice, control, and accountability; and
- participate in a plan that is financially stable and in compliance with all applicable state and federal regulations.

A. Governance.

1. The primary purpose of the Trust is to fund medical, vision, and dental benefits to members, their spouses, qualified domestic partners, and dependents. The City recognizes that the Trust will incur administrative

expenses, including broker fees, related to providing such coverage, and the Trust Agreement allows the Trust assets to be used for such purposes. The Trust will contract with a licensed third party administrator ("TPA"), as may be needed, to administer the Trust, which may include the payment of claims. The Trustees will provide the City with a copy of the Trust's annual audit, which shows that monies have been used for these purposes, and that all expenditures were made for the purpose of providing Health Care Benefits.

2. All health plan decisions, including but not limited to, the level of benefits, who is eligible, and the amount to be paid by employees, their spouses, qualified domestic partners, and dependents, will be made by the Trust. It is agreed that the City is not taking any claims risk, and the sole responsibility of the City is to pay the agreed upon Trust Contributions. All decisions related to the medical, vision and dental benefits for the Union will be made by the Trust.
3. The Trust will give notice to the City within thirty (30) days of implementation if any contributions are used for purposes other than medical, dental or vision plans.
4. The Trust, either directly or through its advisors, is expected to:
 - a. contract for fiduciary liability and/or errors and omissions insurance in an amount as reasonably determined by the Trustees;
 - b. contract with a licensed trust company or other financial institution to hold the plan assets; and
 - c. put in place a fidelity bond covering all persons who handle plan assets.
5. The Trust will contract with vendors and providers regulated and, where applicable, licensed, by the appropriate regulatory agency (e.g. Office of the Insurance Commissioner of the State of Washington, etc.).

B. Trust Contributions.

1. Beginning January 1, 2023, the City's contribution per employee per month will be \$2,506.95.

Beginning January 1, 2024, the City's contribution per employee per month will be \$2,632.30.

Beginning January 1, 2025, the City's contribution per employee per month will be \$2,763.91.
2. All Trust contributions must be made to the Trust by the 10th day of the month. Trust contributions will be made for each employee that is on the payroll as of the first of that month. Upon request of the Trust, the City

agrees to facilitate an electronic or wire transfer of these funds to the Trust to expedite their delivery to the Trust.

3. If the City is delinquent in submitting contributions to the Trust, the City shall pay the Trust interest at a rate of twelve percent (12%) per annum.
4. In the event the Trust determines that employee contributions to health care coverage are required, the City will make deductions from payroll upon request. Where required, written authorization from employees to allow for a pre-tax deduction pursuant to a cafeteria plan under Code Section 125 will be provided to the City prior to the time deductions are made. The parties will determine a procedure that facilitates this process, allows for pre-tax deductions where appropriate, and minimizes the administrative burden on the City.
5. The Trust will be responsible for all COBRA coverage (pursuant to federal requirements).
6. The Trust will provide to the employee and the taxing authorities appropriate tax reporting forms for any employees receiving benefits that are considered taxable. The City shall fund the "employer" portion of any required payroll taxes (e.g. employer share of Medicare) associated with taxable medical, dental and vision benefits, including those that may be payable with respect to a domestic partner coverage. In no event, will the City be responsible for any required payroll taxes beyond what the City was responsible for before the Trust was established. The Trust shall separately bill the City for any such payroll taxes that may be due.

C. Legal.

1. It is agreed the City is not taking any responsibility for claims risk, and the sole responsibility of the City is to pay the required Trust contributions.

In the event of any penalties, surcharges or taxes imposed upon the City that are directly related to the provision of Health Care Benefits under this Agreement (such as through PPACA), either the Trust will pay the penalty, surcharge or tax directly, or the City will pay and deduct that amount (other than any employer portion of any required payroll taxes from the Trust contributions due the following month (or months)).

2. The Trust will comply with all applicable state and federal laws. Without limiting the foregoing, this includes Washington State Privacy Act, HIPPA, COBRA and PPACA.
3. The City is not responsible (including fiduciary responsibility) for any of the actions of the Trust. The Trust will defend, indemnify and hold harmless the City from any and all liability that relates in any way to the operation of the Trust or providing Health Care Benefits to employees, their spouses, qualified domestic partners, and dependents. Without limiting the foregoing, the Trust will defend, indemnify and hold harmless

the City from any and all liability related to claims that are the responsibility of the Trust.

In the event the Trust has insufficient assets to perform its obligations, under this Agreement, the IAFF Local 452 Union will defend, indemnify and hold harmless the City from any and all liability that relates in any way to the operation of the Trust.

4. The Union acknowledges the Trust's responsibility to comply with all of the applicable provisions of the PPACA and federal and state laws and the Trust will file all required forms applicable to the Trust with the appropriate authorities.

D. Information Provided to the City.

1. The City will be provided with a copy of an annual audit within thirty (30) days of receipt of the audit by the Trust, as well as the annual IRS Form 990, Return of Organization Exempt from Income Tax and any additional schedules/supplemental filings within thirty (30) days of filing with the federal government.
2. The Union will provide the City with sufficient information to bargain concerning the ongoing operation of the Trust, consistent with RCW 41.56.
3. The Union will also provide to the City upon request, a copy of the annual report Form 5500 filed with the Internal Revenue Service.

22.3 Flexible Spending Accounts. All employees will have the option of participating in City sponsored Flexible Spending Accounts (FSAs) for reimbursable medical costs, dependent care costs, or premium sharing costs.

22.4 Long-Term Disability Insurance. After six (6) months of employment, the City will convey to the Trust, an amount equal to \$45 per active employee, as calculated on the 1st of every month. The Trust will then be required to purchase long-term disability insurance through the Trust on behalf of such employee.

ARTICLE 23 – Medical Expense Reimbursement Plan (MERP)

23.1 A monthly deduction will be taken for each employee and will be contributed to the Medical Expense Reimbursement Plan of the Washington State Council of Firefighters Employee Benefit Trust (the "Plan").

- A. The Union asserts the Plan is established in compliance with applicable federal and state laws. Further, the Union agrees to indemnify, defend and hold the City harmless for any and all liability, claims, demands, suits or any other loss, damage or injury to person or property arising from or related to the provisions of this article, including income tax withholding liabilities and tax penalties or any other monetary impacts.

- B. Funds diverted to the Plan shall be considered as base salary for purposes of total compensation calculation as outlined in Appendix D.
- C. The City will treat these contributions as ordinary income unless the Union provides the City with a legal opinion that the Plan is qualified under the Internal Revenue Code for tax deferred status and that the contributions made to the Plan by the City are not includible in the gross income of employees whose salaries would be reduced at the time the contributions are made.
- D. In addition, the Union will provide to the City at their request, a copy of the Summary Annual Report published by the Plan. The Union will also provide to the City upon request a copy of the annual report Form 5500 filed with the Internal Revenue Service.

23.2 Deductions

- A. The City shall take a pre-tax deduction of \$200.00 from the normal salary of each eligible employee. The Union has the right to notify the City of changes (increases or decreases) to the monthly deduction. The Union shall document such changes in writing to Human Resources no later than the 25th of the month prior to the desired date of change. The parties agree that no additional MOU's will be needed to make changes to the monthly amount.
 - 1. The deduction will be split between the employee's 10th and 25th of the month paychecks.
 - 2. Deductions shall be made on a pre-tax basis.
- B. At the employee's option, the City will allow a one-time "retirement leave sell-back" in the amount of one hundred percent (100%) of the cash-out value of all eligible, accrued and available PDO leave. The employee must declare their retirement and give the City at least three (3) months' advanced notice of their prospective retirement date for this option. The "retirement leave sell-back" shall be paid in the pay period closest to thirty (30) days in advance of the employee's retirement date.
- C. The City shall additionally make a contribution to the Plan in the amount of one hundred percent (100%) of the cash-out value for all sick leave eligible for cash-out under the terms of this Agreement on the date of the eligible employee's retirement.
- D. The City shall additionally make a contribution to the Plan in the amount of one hundred percent (100%) of the cash-out value for all eligible, accrued and available PDO on the date of the employee's separation.

ARTICLE 24 – Physical Fitness and Wellness 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 The City will contribute up to \$370 per authorized (on January 1 of each year) FTE to the Trust on an annual basis for wellness programming. Payment will be made to the Trust monthly upon receipt of statement certifying the names of the individuals who have completed the wellness physicals. Parameters of the Wellness Program will be mutually agreed to by the City and the Union.
- 24.3 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.
- 24.4 Employees are required to participate in an annual hearing exam performed during on-site testing (or an alternative) arranged by the City. The City will pay the costs associated with hearing testing.

ARTICLE 25 – Retirement Plan and Deferred Compensation

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 Mission Square Retirement Corporation and Washington State DRS Deferred Compensation.

ARTICLE 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.
- 26.3 When introduced, Squads will be staffed with a non-probationary firefighter and a non-probationary firefighter paramedic.

ARTICLE 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 thirty (30) calendar 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. Presentation of the grievance may be made in person, by mail, or other electronic means, by the grievant(s), the Union, or both.

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 thirty (30) calendar 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, or with the union representative only, at the discretion of the Union. The chief shall make a decision on the matter, in writing, within thirty (30) calendar days of receipt of the grievance. Copies of the decision shall be mailed, emailed, 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, or electronic means, deliver the grievance to the City Manager or designee representative within fourteen (14) days after receipt of the decision reached in step 2, above. The City Manager or designee shall meet and discuss the grievance with the appropriate parties within fourteen (14) calendar days of receipt of the written grievance and shall render a decision within fourteen (14) calendar 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) calendar days after receipt of the decision of the City Manager, or designee, 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 seven (7) arbitrators requested from the Federal Mediation and Conciliation Service (FMCS) from Regions 1 and 2. The loser of a coin toss shall strike the first name. The request to 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. Each party shall pay the costs of presenting its own case, including any attorneys' fees.

- 27.3 Failure by the grievant(s), or their 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 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 timeline.

ARTICLE 28 – Employee Discipline/Termination

- 28.1 All disciplinary actions for employees who have successfully completed their new-hire probationary period shall require just cause. During their new-hire probationary period, employees are “at will” employees who may be disciplined or discharged without just cause and without recourse to the grievance procedure. Disciplinary actions taken by the City may include an oral or written reprimand, suspension without pay, demotion, any combination of these, or discharge. The City will, using progressive disciplinary principles, tailor discipline to respond to the nature and severity of the offense and the employee’s prior disciplinary record.
- 28.2 Employees will be notified in writing by the City that they are the subject of a disciplinary investigation at the time when the City determines that such an investigation is necessary, provided that the City may delay notice where necessary to protect the integrity of the investigation or where notification may present a safety risk. This notice will include a reasonably detailed description of the allegations against the employee who is the subject of the investigation.
- 28.3 The City will copy the Union on all correspondence that is provided to the employee in connection with a disciplinary process, including any final notice of discipline, unless the employee notifies the City in writing that the employee is requesting the City not to do so.
- 28.4 Disciplinary Investigations.

- A. Unless superseded by a specific provision of this Article, Department policy 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.

 - B. The City may place employees on paid administrative leave during disciplinary investigations, with no change in compensation, except that employees who are on paid administrative leave will not be eligible for overtime assignments. The City will not place employees on paid administrative leave for arbitrary or discriminatory reasons. When an employee is placed on paid administrative leave, the City will provide the employee with written notice that they are being placed on paid administrative leave. While employees are on paid administrative leave, they may be temporarily placed upon a day shift schedule, M-F, 9am-5pm. Employees will be expected to be available to answer phone calls from the City between 9am and 5pm on days they are scheduled to work, and will be expected to be able to report to work at a City facility within a reasonable period of time if they are directed to do so by the City. Absent a compelling need, an employee on paid administrative leave will not be obligated to attend interviews or perform other work functions outside of the City's normal business hours. Employees will receive reasonable advanced notice of any work functions required outside of the City's normal business hours. Paid administrative leave is not discipline.

 - C. Employees have an obligation to cooperate with any disciplinary investigation conducted by the City, and employees can potentially be subjected to disciplinary action that is consistent with the provisions of this Article if they fail to cooperate with such investigations.
- 28.5 If at the conclusion of its investigation, the City is considering imposing disciplinary action upon an employee that would involve a loss of pay or termination of employment, the following procedures will be followed:
- A. The City will inform the employee in writing that the City is considering taking disciplinary action against the employee. This written notice will describe the nature of the disciplinary action that is being contemplated. The written notice will also contain a sufficient description of the alleged misconduct so as to allow the employee to understand the specific allegations being made and to respond to those allegations in a meaningful fashion if the employee chooses to do so. If the City's consideration of discipline is based upon an investigative report, memo, etc. of any kind, the City will provide the employee with a copy of this report, as well as with any other documentation that would allow the employee to understand the factual basis of the allegations being made against them, at the same time that the employee is provided with written notice that disciplinary action is being considered.

- B. Before any final disciplinary action involving a loss of pay or termination is imposed upon an employee, the employee will be provided with an opportunity to participate in a Pre-Disciplinary (Loudermill) Hearing with the City should the employee choose to do so. Unless otherwise agreed, Pre-Disciplinary Hearings will take place no less than seven (7) calendar days and no more than fourteen (14) calendar days after employees have been provided with written notice that the City is considering taking disciplinary action against them unless a mutual agreement is reached to schedule the Pre-Disciplinary Hearing outside of this window.
 - C. The City will inform the employee in writing of the City's final disciplinary decision within fourteen (14) calendar days after the Pre-Disciplinary Hearing, or within fourteen (14) calendar days of learning that the employee has chosen to waive their Pre-Disciplinary Hearing, whichever occurs first. The City's final disciplinary letter shall describe the nature of the disciplinary action being taken and shall set forth the reason(s) for the City's decision to impose discipline.
- 28.6 Employees shall be given the opportunity to read and answer all disciplinary letters 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 the employee has seen and comprehends the gravity of the disciplinary action. Employees may submit a written rebuttal to any disciplinary letters which will also be included in their personnel file.
- 28.7 It is agreed by both parties that no entries may be made to an employee's personnel file from anonymous sources without substantive evidence.
- 28.8 Employees who have completed their new-hire probationary period may challenge all disciplinary actions, including oral or written reprimands, through the grievance procedure.

ARTICLE 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.

ARTICLE 30 – Tuition Reimbursement

The employer shall establish a tuition reimbursement account in the Fire Department budget in the amount of \$58,000 for each year of the Agreement. Twenty thousand dollars (\$20,000) of the funds will be accessible by any unit member; the remaining thirty-eight thousand dollars (\$38,000) will be set aside for use by those unit members participating in the 2017 Company Officer Step Program. Funds will be used to reimburse eligible employees for the costs of

tuition (up to Eastern Oregon University rates), books and fees according to a program developed and monitored by the Department and the Union. At the end of each year, any undistributed funds may be used to provide additional reimbursement to any eligible employee who was not fully reimbursed for an eligible expense.

ARTICLE 31 – Substance Abuse Prevention Policy

- 31.1 The Union and the City agree that the Substance Abuse Prevention Policy shall apply to all members of the bargaining unit outlined in Appendix E.
- 31.2 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.
- 31.3 The City will endeavor to make available to any employee, at the time they 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.
- 31.4 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.

ARTICLE 32 – Paydays and Payroll Deductions

- 32.1 Pay periods shall be the following:

Pay period of 1st through 15th - payday on 25th

Pay period of 16th through the end of the month – payday on 10th

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

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

ARTICLE 33 – 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.

ARTICLE 34 – 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 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 management rights pursuant to Article 2, above.

ARTICLE 35 – Appendices and Amendments

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

ARTICLE 36 – 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. The parties agree that this Agreement may be amended in writing as agreed to by both parties without action of their respective legislative bodies, unless otherwise specified herein, including but not limited to amendment by Memorandum of Understanding or Memorandum of Agreement.

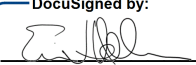
ARTICLE 37 – Termination and Renewal

37.1 This agreement is effective January 1, 2023, and shall remain in full force and effect through December 31, 2025, 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 37.2, below.

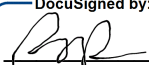
37.2 Pursuant to the provisions of RCW, Chapter 41.56, the employer agrees to commence negotiations with the union not later than June 1 of any calendar year wherein the union notifies the employer of intent to reopen the agreement on the anniversary date in order to modify wages, hours and other terms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

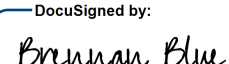
Dated this 21st day of June, 2023.

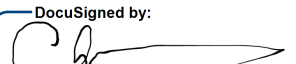
For the Employer

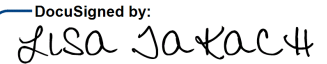
DocuSigned by:

Eric J. Holmes, City Manager

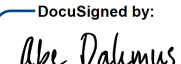
For the Union

DocuSigned by:

Ryan Reese, President

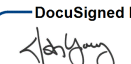
DocuSigned by:

Brennan Blue, Fire Chief

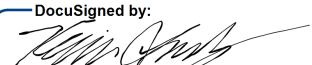
DocuSigned by:

Chris Wenzel, Vice President


DocuSigned by:

Lisa Takach, HR Director

DocuSigned by:

Abe Dalumus, Unit Vice President

Approved as to form:

DocuSigned by:

Jonathan Young, City Attorney

DocuSigned by:

Kevin Lundy, Secretary

DocuSigned by:

Dave Sturbelle, Treasurer

Attest:

DocuSigned by:
Natasha Ramras

Natasha Ramras, City Clerk

APPENDIX A**IAFF LOCAL 452****Paid Days Off Accruals****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>Accrual Rate Per Month</u>	<u>Maximum* Accumulation</u>
1-5	18.61 Hours	686 Hours
6-10	20.30	686
11-15	23.69	686
16-20	25.38	686
21-25	28.76	686
26+	30.47	686

* Accrual rates and maximums are determined by multiplying the 24-hour accrual rates and maximums by .846 (40-hour workweek/47.26-hour workweek = .846)

In addition to the above, a maximum of one hundred twenty (120) hours per person for those employees on a 24-hour shift and a maximum of eighty-two (82) hours for those employees on a 40-hour work week 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

Method of Negotiating the Contract

For the 2023-2025 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 comparable:

Eastside Fire & Rescue (King County Fire District 10)

Puget Sound RFA (Kent)

Central Pierce Fire & Rescue (Pierce County Fire Protection District #6)

South County Fire (Snohomish County)

South King Fire & Rescue

City of Spokane

City of Tacoma

The parties agreed to determine the comparable by:

Population (50%-150%) Fire Agencies in Washington

Assessed Valuation (50% - 150%)

APPENDIX C

IAFF LOCAL 452 Competency Pay – effective January 1, 2009

As part of the annual fire department training program members are required to demonstrate proficiency with SCBA.

In order to earn competency pay members must on an annual basis successfully complete the SCBA Skill Sheet covering SCBA Donning – Coat Method within the timeframe as referenced in Washington State standards.

As with all Fire Department training requirements, Company Officers will be responsible for ensuring the member's skill proficiency is verified as satisfactory. For competency pay purposes both the member and the Company Officer will sign and date the skill sheet. A signed and dated skill sheet or an electronic training record will satisfy the competency pay requirement. Members seeking a change in competency pay will notify a Chief Officer that they have met the requirements within six (6) months (before or after) of the change in competency pay.

Members must demonstrate proficiency to be eligible for the next level of competency pay.

The request for competency pay will be denied if the member fails to provide proof of proficiency as outlined above.

Any extraordinary circumstances as to why the skill sheet was not completed shall come to the Chief for review. If the Chief's review determines there were no extraordinary circumstances the request for competency pay will be denied.

A member whose competency request is denied will not receive credit for one year.

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

2% of top step firefighter after five (5) years
4% of top step firefighter after ten (10) years
6% of top step firefighter after fifteen (15) years
8% of top step firefighter after twenty (20) years

APPENDIX D

IAFF LOCAL 452 RATES OF PAY

See the attached spreadsheets for the rates of pay applicable to each year of this Agreement.

Effective January 1, 2023, base wages for the classifications covered by this Agreement were adjusted by 7.5%.

Effective January 1, 2024, base wages for the classifications covered by this Agreement will be increased by 4.0%. In addition, the rank of Engineer will be added, Step 1 of the Captain salary range will be eliminated and the new Step 1 of the Captain salary range will be increased to 116% of top step fire fighter (without competency).

Effective January 1, 2025, base wages for the classifications covered by this Agreement will be increased by 4.0%. In addition, Step 1 of the Captain salary range will be increased to 117% of top step fire fighter (without competency).

City of Vancouver, Washington Fire Suppression 452 Salary Schedule - January 1, 2023 through December 31, 2023

Job Class Title	Step Number	Type Rate	Competency 0 - 4 Years	Competency 5 Years	Competency 10 Years	Competency 15 Years	Competency 20 Years	
Fire Captain	Step 1	Month	10,186	10,371	10,556	10,742	10,927	
		Annual	122,232	124,452	126,672	128,904	131,124	
		47.26 Hr	49,7282	50,6314	51,5346	52,4426	53,3458	
	Step 2	Month	10,695	10,881	11,066	11,251	11,436	
		Annual	128,340	130,572	132,792	135,012	137,232	
		47.26 Hr	52,2132	53,1212	54,0244	54,9276	55,8308	
	Step 3	Month	11,230	11,415	11,601	11,786	11,971	
		Annual	134,760	136,980	139,212	141,432	143,652	
		47.26 Hr	54,8251	55,7282	56,6363	57,5395	58,4426	
	Station Captain	Month	11,792	11,977	12,162	12,347	12,532	
		Annual	141,504	143,724	145,944	148,164	150,384	
		47.26 Hr	57,5688	58,4719	59,3751	60,2783	61,1814	
			40 Hr	68.0308	69.0981	70.1654	71.2327	72.3000

Job Class Title	Step Number	Type Rate	Competency 0 - 4 Years	Competency 5 Years	Competency 10 Years	Competency 15 Years	Competency 20 Years	
Fire Captain Paramedic	Step 1	Month	11,112	11,297	11,482	11,668	11,853	
		Annual	133,344	135,564	137,784	140,016	142,236	
		47.26 Hr	54,2490	55,1522	56,0553	56,9634	57,8666	
	Step 2	Month	11,621	11,807	11,992	12,177	12,362	
		Annual	139,452	141,684	143,904	146,124	148,344	
		47.26 Hr	56,7339	57,6420	58,5452	59,4483	60,3515	
	Step 3	Month	12,156	12,341	12,527	12,712	12,897	
		Annual	145,872	148,092	150,324	152,544	154,764	
		47.26 Hr	59,3458	60,2490	61,1570	62,0602	62,9634	
	Station Captain	Month	12,718	12,903	13,088	13,273	13,458	
		Annual	152,616	154,836	157,056	159,276	161,496	
		47.26 Hr	62,0895	62,9927	63,8959	64,7990	65,7022	
			40 Hr	73.3731	74.4404	75.5077	76.5750	77.6423

Job Class Title	Type Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Competency 5 Years	Competency 10 Years	Competency 15 Years	Competency 20 Years
Firefighter	Month	7,326	7,999	8,399	8,819	9,260	9,445	9,630	9,816	10,001
	Annual	87,912	95,988	100,788	105,828	111,120	113,340	115,560	117,792	120,012
	47.26 Hr	35.7657	39.0513	41.0041	43.0545	45.2075	46.1107	47.0138	47.9219	48.8251
	40 Hr	42.2654	46.1481	48.4558	50.8788	53.4231	54.4904	55.5577	56.6308	57.6981

Job Class Title	Type Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Competency 5 Years	Competency 10 Years	Competency 15 Years	Competency 20 Years
Firefighter Paramedic	Month	8,715	9,388	9,788	10,208	10,649	10,834	11,019	11,205	11,390
	Annual	104,580	112,656	117,456	122,496	127,788	130,008	132,228	134,460	136,680
	47.26 Hr	42.5468	45.8324	47.7852	49.8356	51.9886	52.8918	53.7950	54.7030	55.6062
	40 Hr	50.2788	54.1615	56.4692	58.8923	61.4365	62.5038	63.5712	64.6442	65.7115

City of Vancouver, Washington Fire Suppression 452 Salary Schedule - January 1, 2024 through December 31, 2024

Job Class Title	Step Number	Type Rate	Competency 0 - 4 Years	Competency 5 Years	Competency 10 Years	Competency 15 Years	Competency 20 Years
Fire Captain	Step 1	Month	11,171	11,364	11,556	11,749	11,942
		Annual	134,052	136,368	138,672	140,988	143,304
		47.26 Hr	54.5370	55.4793	56.4166	57.3588	58.3011
	Step 2	40 Hr	64.4481	65.5615	66.6692	67.7827	68.8962
		Month	11,730	11,922	12,115	12,308	12,500
		Annual	140,760	143,064	145,380	147,696	150,000
	Station Captain	47.26 Hr	57.2661	58.2034	59.1456	60.0879	61.0252
		40 Hr	67.6731	68.7808	69.8942	71.0077	72.1154
		Month	12,316	12,509	12,702	12,894	13,087
	Station Captain	Annual	147,792	150,108	152,424	154,728	157,044
		47.26 Hr	60.1269	61.0692	62.0114	62.9487	63.8910
		40 Hr	71.0538	72.1673	73.2808	74.3885	75.5019

Job Class Title	Step Number	Type Rate	Competency 0 - 4 Years	Competency 5 Years	Competency 10 Years	Competency 15 Years	Competency 20 Years
Fire Captain Paramedic Certification Pay	Step 1	Month	11,460	11,653	11,845	12,038	12,231
		Annual	137,520	139,836	142,140	144,456	146,772
		47.26 Hr	55.9479	56.8902	57.8275	58.7697	59.7120
	Step 2	40 Hr	66.1154	67.2288	68.3365	69.4500	70.5635
		Month	12,019	12,211	12,404	12,597	12,789
		Annual	144,228	146,532	148,848	151,164	153,468
	Step 2 (Previous step 3)	47.26 Hr	58.6770	59.6143	60.5566	61.4988	62.4361
		40 Hr	69.3404	70.4481	71.5615	72.6750	73.7827
		Month	12,445	12,630	12,816	13,001	13,186
	Station Captain	Annual	149,340	151,560	153,792	156,012	158,232
		47.26 Hr	60.7567	61.6599	62.5679	63.4711	64.3743
		40 Hr	71.7981	72.8654	73.9385	75.0058	76.0731
Station Captain	Month	13,007	13,192	13,377	13,562	13,747	
	Annual	156,084	158,304	160,524	162,744	164,964	
	47.26 Hr	63.5004	64.4036	65.3068	66.2099	67.1131	
Station Captain	40 Hr	75.0404	76.1077	77.1750	78.2423	79.3096	

Job Class Title	Step Number	Type Rate	Competency 0 - 4 Years	Competency 5 Years	Competency 10 Years	Competency 15 Years	Competency 20 Years
Decertified Fire Captain Paramedic Without Paramedic Certification Pay Red-Circled	Step 2 (Previous step 3)	Month	12,156	12,341	12,527	12,712	12,897
		Annual	145,872	148,092	150,324	152,544	154,764
		47.26 Hr	59.3458	60.2490	61.1570	62.0602	62.9634
	Station Captain	40 Hr	70.1308	71.1981	72.2712	73.3385	74.4058
		Month	12,718	12,903	13,088	13,273	13,458
		Annual	152,616	154,836	157,056	159,276	161,496
	Station Captain	47.26 Hr	62.0895	62.9927	63.8959	64.7990	65.7022
		40 Hr	73.3731	74.4404	75.5077	76.5750	77.6423

Job Class Title										
	Type	Step	Step	Step	Step	Step	Competency	Competency	Competency	Competency
	Rate	1	2	3	4	5	5 Years	10 Years	15 Years	20 Years
Firefighter	Month	7,619	8,319	8,735	9,172	9,630	9,823	10,016	10,208	10,401
	Annual	91,428	99,828	104,820	110,064	115,560	117,876	120,192	122,496	124,812
	47.26 Hr	37,1961	40,6135	42,6444	44,7779	47,0138	47,9561	48,8983	49,8356	50,7779
	40 Hr	43,9558	47,9942	50,3942	52,9154	55,5577	56,6712	57,7846	58,8923	60,0058
Firefighter - Engineer	Month	8,101	8,801	9,217	9,654	10,112	10,305	10,498	10,690	10,883
	Annual	97,212	105,612	110,604	115,848	121,344	123,660	125,976	128,280	130,596
	47.26 Hr	39,5492	42,9666	44,9976	47,1310	49,3670	50,3092	51,2514	52,1888	53,1310
	40 Hr	46,7365	50,7750	53,1750	55,6962	58,3385	59,4519	60,5654	61,6731	62,7865
Job Class Title										
	Type	Step	Step	Step	Step	Step	Competency	Competency	Competency	Competency
	Rate	1	2	3	4	5	5 Years	10 Years	15 Years	20 Years
Firefighter Paramedic	Month	9,064	9,764	10,180	10,616	11,075	11,268	11,460	11,653	11,845
	Annual	108,768	117,168	122,160	127,392	132,900	135,216	137,520	139,836	142,140
	47.26 Hr	44,2506	47,6680	49,6989	51,8275	54,0683	55,0106	55,9479	56,8902	57,8275
	40 Hr	52,2923	56,3308	58,7308	61,2462	63,8942	65,0077	66,1154	67,2288	68,3365
Firefighter Paramedic - Engineer	Month	9,546	10,246	10,662	11,098	11,557	11,750	11,942	12,135	12,327
	Annual	114,552	122,952	127,944	133,176	138,684	141,000	143,304	145,620	147,924
	47.26 Hr	46,6037	50,0212	52,0521	54,1806	56,4215	57,3637	58,3011	59,2433	60,1806
	40 Hr	55,0731	59,1115	61,5115	64,0269	66,6750	67,7885	68,8962	70,0096	71,1173

City of Vancouver, Washington Fire Suppression 452 Salary Schedule - January 1, 2025 through December 31, 2025

Job Class Title	Step Number	Type Rate	Competency 0 - 4 Years	Competency 5 Years	Competency 10 Years	Competency 15 Years	Competency 20 Years
Fire Captain	1	Month	11,718	11,918	12,118	12,319	12,519
		Annual	140,616	143,016	145,416	147,828	150,228
		47.26 Hr	57,2075	58,1839	59,1603	60,1416	61,1180
	2	Month	12,304	12,504	12,704	12,905	13,105
		Annual	147,648	150,048	152,448	154,860	157,260
		47.26 Hr	60,0683	61,0448	62,0212	63,0024	63,9788
	Station Captain	Month	70,9846	72,1385	73,2923	74,4519	75,6058
		Annual	12,919	13,119	13,319	13,520	13,720
		47.26 Hr	155,028	157,428	159,828	162,240	164,640
	40 Hr	Month	63,0708	64,0472	65,0236	66,0049	66,9813
		Annual	74,5327	75,6865	76,8404	78,0000	79,1538
		40 Hr					

Job Class Title	Step Number	Type Rate	Competency 0 - 4 Years	Competency 5 Years	Competency 10 Years	Competency 15 Years	Competency 20 Years
Fire Captain Paramedic Certification Pay	1	Month	12,018	12,219	12,419	12,619	12,819
		Annual	144,216	146,628	149,028	151,428	153,828
		47.26 Hr	58,6721	59,6534	60,6298	61,6062	62,5826
	2	Month	69,3346	70,4942	71,6481	72,8019	73,9558
		Annual	12,604	12,804	13,005	13,205	13,405
		47.26 Hr	151,248	153,648	156,060	158,460	160,860
	Station Captain	Month	61,5330	62,5094	63,4906	64,4670	65,4434
		Annual	72,7154	73,8692	75,0288	76,1827	77,3365
		40 Hr	13,219	13,420	13,620	13,820	14,021
	40 Hr	Month	158,628	161,040	163,440	165,840	168,252
		Annual	64,5354	65,5167	66,4931	67,4695	68,4508
		40 Hr	76,2635	77,4231	78,5769	79,7308	80,8904

Job Class Title	Type Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Competency 5 Years	Competency 10 Years	Competency 15 Years	Competency 20 Years
Firefighter	Month	7,924	8,652	9,084	9,539	10,015	10,216	10,416	10,616	10,816
	Annual	95,088	103,824	109,008	114,468	120,180	122,592	124,992	127,392	129,792
	47.26 Hr	38,6851	42,2392	44,3483	46,5696	48,8934	49,8747	50,8511	51,8275	52,8039
	40 Hr	45,7154	49,9154	52,4077	55,0327	57,7788	58,9385	60,0923	61,2462	62,4000
Firefighter - Engineer	Month	8,425	9,153	9,585	10,040	10,516	10,717	10,917	11,117	11,317
	Annual	101,100	109,836	115,020	120,480	126,192	128,604	131,004	133,404	135,804
	47.26 Hr	41,1310	44,6851	46,7941	49,0155	51,3393	52,3206	53,2970	54,2734	55,2498
	40 Hr	48,6058	52,8058	55,2981	57,9231	60,6692	61,8288	62,9827	64,1365	65,2904
Firefighter Paramedic	Month	9,426	10,154	10,587	11,041	11,517	11,718	11,918	12,118	12,319
	Annual	113,112	121,848	127,044	132,492	138,204	140,616	143,016	145,416	147,828
	47.26 Hr	46,0179	49,5720	51,6859	53,9024	56,2262	57,2075	58,1839	59,1603	60,1416
	40 Hr	54,3808	58,5808	61,0788	63,6981	66,4442	67,6038	68,7577	69,9115	71,0712
Firefighter Paramedic - Engineer	Month	9,927	10,655	11,088	11,542	12,018	12,219	12,419	12,619	12,820
	Annual	119,124	127,860	133,056	138,504	144,216	146,628	149,028	151,428	153,840
	47.26 Hr	48,4638	52,0179	54,1318	56,3483	58,6721	59,6534	60,6298	61,6062	62,5875
	40 Hr	57,2712	61,4712	63,9692	66,5885	69,3346	70,4942	71,6481	72,8019	73,9615

APPENDIX E

IAFF LOCAL 452

Vancouver Fire Department Substance Abuse Policy

PURPOSE

The Vancouver Fire Department is committed to providing its employees and the public a workplace that is free from substance abuse. The City supports employees undergoing treatment and rehabilitation for substance abuse and notifies employees of the penalties that may be imposed for substance abuse violations in the workplace. This policy complies with the Drug Free Workplace Act of 1988.

SCOPE

This policy applies to all City of Vancouver (Fire Department) employees, volunteers and vendors that work at or represent the City or the City's interests and/or access facilities, unless otherwise addressed by a current collective bargaining agreement or public safety policy.

DEFINITIONS

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.

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.

Alcohol use means the consumption of any beverage, mixture or preparation, including any medication, containing alcohol.

Breath Alcohol Technician (BAT) means an individual who instructs and assists individuals in the alcohol testing process and operates an EBT.

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.

City means the City of Vancouver, Washington.

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.

DHHS means the *Department of Health and Human Services* or any designee of the Secretary, Department of Health and Human Services.

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.

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.

EBT device (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)

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.

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 their medical history and any other relevant biomedical information. MRO's must be certified by a substance abuse medical association such as AAMRO or MROCC.

On-Duty means as any time on the job, volunteering or representing or acting in or on behalf of the City's interests. In addition, all time spent in association with drug testing specimen collection and/or alcohol testing is considered on-duty time.

Prohibited drug means cocaine, opiates, amphetamines, or phencyclidine.

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.

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 they have 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.

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.

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.

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.

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.

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:

Substance	Initial Test	Threshold	Confirmation Test	Threshold
Amphetamines ng/ml	Urinalysis	1000 ng/ml	Split Specimen	500
Amphetamine ng/ml	Urinalysis	1000 ng/ml	Split Specimen	500
Methamphetamine	Urinalysis	1000 mg/ml	Split Specimen	500 ng/ml
Cocaine Metabolite	Urinalysis	300 ng/ml	Split Specimen	150 ng/ml
Opiates Metabolite	Urinalysis	300 ng/ml	Split Specimen	300 ng/ml
Morphine	Urinalysis	300 ng/ml	Split Specimen	300 ng/ml
Codeine	Urinalysis	300 ng/ml	Split Specimen	25 ng/ml
Phencyclidine ng/ml	Urinalysis	25 ng/ml	Split Specimen	25

Results below the thresholds are considered negative.

Procedure and Guidelines

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:
- 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 they have 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.

Marijuana Testing:

In the State of Washington, marijuana is legal under state law, both as a prescription medication and as a drug used for recreational purposes.

Employees shall not be under the psychoactive effects of marijuana causing motor impairment while on duty. Marijuana metabolites can stay in a person's blood for weeks after the psychoactive effects of the drug have completely subsided. In addition, certain topical medications containing marijuana, do not cause any psychoactive effects, but can still result in a positive test for marijuana.

A saliva test shall be used to screen for the psychoactive effects of marijuana use, and if positive, shall be confirmed by a blood test performed by a qualified laboratory. This screening test shall be performed by an individual properly qualified to perform the tests utilizing appropriate equipment. An initial positive level shall be 5 nano grams per milliliter of Delta-9-tetrahydrocannabinol. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's files. Only specimens identified as positive on the initial test shall be confirmed using a blood test.

Sample handling procedures, as detailed in section discussing "Drug Testing", shall apply. A confirmatory test shall also test for the psychoactive effects of marijuana usage. A positive blood level shall be 5 nano grams per milliliter of Delta-9-tetrahydrocannabinol. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's files.

If the employee tests positive for marijuana, the MRO will make a determination, based on current scientific data and other evidence, if the marijuana more than likely caused the behavior or impairment that resulted in the administration of the drug or alcohol test.

If the MRO determines marijuana was not the likely cause of the behavior or impairment that resulted in the administration of the drug or alcohol test, the MRO will not release any results of the marijuana portion of the drug test to the Employer.

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.

Prohibited Forms of Drug/Alcohol Use

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.

Types of Drug/Alcohol Use Testing

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, they 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 their 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, they are 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 they have 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 they have the option of undergoing an additional drug test within 32 hours of the incident if they choose. 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.

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 their 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 their 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 they have 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 they 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.

Training and Education

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.

Treatment – 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, they will immediately be granted a leave of absence in accordance with the applicable employment policies.

Discipline and Rehabilitation

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).

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 they 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.

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.

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 their employment duties.

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.

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 their employment duties.

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.

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

An employee who successfully completes a treatment or rehabilitation program shall be returned to their 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 their drug and/or alcohol problem.

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 they are 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 their 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 their supervisor, manager, or to HRRS.