

# **AGREEMENT**

**By and Between City of Vancouver**

**and**

**IAFF Local 452 – Suppression Personnel**



**January 1, 2020 – December 31, 2022**

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# **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.

## **1. Union Representation**

- 1.1 The employer recognizes the Union (Local 452) as the exclusive bargaining agent for all captains and firefighters.
- 1.2 The employer and the union agree that questions of union representation that may arise shall be resolved in accord with rules of the Washington State Public Employment Relations Commission (PERC) and in accord with local, state or national statutes and rules.

## **2. Rights of Management**

The right to manage the municipal corporation is vested exclusively in the employer and such right includes, but is not necessarily limited, to the right to organize, schedule hours, staff, assign work and direct the work force; to set standards of service to be offered to the public; to introduce any and all new, improved and automatic methods or equipment in order to improve efficiency and to reduce costs, and to assign employees within the bargaining unit in accordance with such improvements and cost reduction methods, provided that safe working conditions are maintained; to take other disciplinary action for reasonable or just cause in accordance with Civil Service rules and regulations; to take action as may be necessary in emergencies (i.e., natural disasters or catastrophes); and to make and enforce rules and regulations. Except as specifically modified by or treated in this agreement, all policies, matters, questions and terms affecting unit employees in their employment relations with the employer shall be governed by such rules, axioms, administrative guidelines, policies, and procedures as the employer, from time to time, may implement. The employer agrees that the union will

have an opportunity prior to implementation to provide comments and suggestions concerning the new departmental rules and regulations.

### **3. Union Security**

- 3.1 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 employer 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 employer 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 Employer that he or she no longer wishes to have dues or fees deducted from their pay, the Employer shall notify the Union of the notification within five (5) working days.
- 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 his/her designee and corrected by him/her 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.

### **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 grievances as approved by the chief of the department or his/her designee.
- 4.5 Union representatives shall be granted time off with pay for conducting union business provided that the total scheduled time off for such representatives shall not exceed one hundred forty-four (144) hours per year collectively. Union leave shall utilize the same request and approval process as other forms of scheduled leave.

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

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

## **5. Work Week, Hours of Work, Shifts**

- 5.1 Management has the right to schedule hours of work, shift assignments, and days off.
- 5.2 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, and be established by the employer so that the weekly hours of duty shall average forty-eight (48) hours per week on an annual basis.

The schedule identified above results in a forty-two (42) hour workweek with approximately ninety-one (91) scheduled Static Work Days.

To increase to a forty-eight (48) hour workweek, employees shall be assigned to work thirteen (13) Dynamic Work Days pursuant to the Annual Work Day Selection and Assignments Policy. In 2020, fifteen (15) of these days are selected in Bands (increase), and two (2) days are selected as Contractual Work Hour Reduction Days (reduction), equaling a total of thirteen (13) Dynamic Work Days.

In 2021, employees will select eleven (11) Dynamic Work Days and will be responsible for 2 additional flexible Dynamic Work Days (48 hours) which must be used to work open shifts in a work period in which the firefighter is not already working a Dynamic Work Day. Firefighters who have not used all flexible Dynamic Work Day hours by the last day of the annual staffing cycle will be debited one and one-half (1.5) hours of PDO for each unused hour; provided that firefighters who made themselves available to work an additional shift at least twenty-four (24) times during the year will be debited one (1.0) hour of PDO for each unused flexible Dynamic Work Day hour. Days count for purposes of making oneself available only if the firefighter is in the top five (5) names by seniority for the day; the burden of demonstrating this fact will be on the firefighter. Firefighters who separate from employment during the calendar year and who have not used a prorated portion of their flexible Dynamic Work Day hours will have their PDO accounts reduced by the number of hours owed or, in the absence of adequate PDO hours, will have remaining funds withheld from their final paychecks.

- 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.

### 5.3 Emergency Response and Readiness – Alternative Schedules

The alternative schedules below may be utilized so long as not less than 38 personnel are maintained on the 24/48 schedule.

- 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 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.

- B. **12/12/24.** A 12/12/24 schedule may be utilized by the employer. The shift shall consist of one twelve (12) hour shift, one twelve (12) hour shift and one twenty-four hour (24) shift in any combination, during a consecutive three (3) day period, so that the weekly hours of duty shall average forty-eight (48) hours per week within a seven (7) day work schedule and may be from Sunday through Saturday. Schedules will be assigned with consecutive days of work and consecutive days off. Two (2) meal and two (2) break periods, in addition to regular work periods, will be provided when working a 12/12/24 schedule. 12/12/24 schedule shall be considered as 24-hour employees where referenced elsewhere in this document unless a distinction is made specifically in that article.

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

Response and readiness for alternative schedules and posting

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:

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

**Zone Posting:** 4/10s with consecutive days of the week identified as work days.

**Station Based:** 12/12/24 or 4/10s with consecutive days of the week identified as work days.

- C. 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.

5.4 Assignment and Transfer from and to a 4/10 or 12/12/24 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. Except when necessary to replace a departing member or a member who is medically unable to fulfill a Rescue Assignment, beginning in 2021 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 Comp Time Selection Policy.

- 5.5 Employees shall be allowed to exchange shifts with each other so long as such exchanges do not interfere with the day-to-day operations of the fire department, and these exchanges shall be approved pursuant to the Shift Trades Policy.

Employees shall not work more than seventy-two (72) hours in any eighty-four (84) hour work period. In any consecutive eighty-four (84) 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 seventy-two (72) hours.

- 5.6 New Hire and Retraining Schedule

- A. Newly hired firefighters will initially be scheduled on 40-hour work week for up to six (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.
- C. Any employee who fails to pass the most recent department knowledge and skills assessment or repeatedly fails to perform specific skills to the level required in the VFD training manual may be scheduled on a 40-hour work week for up to three (3) weeks for retraining. Each employee will be allowed two (2) attempts to pass all phases of the test or perform the required skill(s) before being assigned to a 40-hour work week. Upon such failure, the employee will be immediately removed from duty and placed on administrative leave until the beginning of the retraining period. The employee may appeal the relevancy of the knowledge and skills assessment to the Training Division Chief, and thereafter to the Deputy Chief or Chief. Such appeal shall not be subject to the grievance procedure.

- 5.7 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 #400.5 and are not subject to the terms of the Article.

#### 5.8 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/STD

1. 12/12/24 – The same as the four-platoon schedule, as outlined in Appendix A.
2. PDO and STD Accruals – At the time a 40-hour assignment reaches thirty (30) days, their leave accruals will be treated as follows:

Conversion Factor Equation – Divide the work week hours that the employee is going in to by the work week hours they are leaving. For example, on PDO:

*24-hour shift employee, working a forty-eight (48) hour workweek, with twelve (12) years of service and a balance of 650 hours.*

*Conversion to 40-hour accrual maximum:  
650 times .833 equals 541.45 hours. This is his/her new balance. He/she works the 40-hour schedule for four (4) months, accruing at 22.85 hours per month, bringing his/her balance to 632.85 hours. He/she then returns to a 24-hour shift schedule.*

*Conversion to 24-hour accrual maximum:  
632.85 times 1.2 equals 759.42 hours. This is his/her new balance.*

Once the administrative assignment ends, the employee's PDO and STD 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 STD leave accruals.

**B. Holidays**

1. Four-platoon shift employees working a 40-hour work week on administrative assignment shall be allowed holiday leave as outlined in Article 9.4 during their administrative assignment.
2. Employees working the 4/10 or 12/12/24 response and readiness schedule shall be allowed holiday leave as outlined in Article 9.5.

**6. Productive Hours of Work**

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.

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.

On each day 0700-0800 is reserved for apparatus checks, morning meal and travel to assigned work beginning at 0800.

## **7. Leave Time**

### **7.1 Paid Shifts Off**

- A. Each 24-hour shift employee shall be granted "paid shifts off" each year in compensation for vacation, holidays, sickness and personal business time off. The 24-hour shift employee shall accumulate "paid shifts off" in accordance with Appendix A of this document. Paid shifts off will be scheduled according to departmental policies and procedures. The City recognizes, however, that the number of employees allowed to take vacation on any given shift is a mandatory subject of bargaining. The process to determine the number of employees allowed to take PDO on any given day is outlined in the Paid Days Off and Comp Time Selection Policy and Use for Response Personnel. These limits do not include battalion chiefs or any personnel who regularly work a 40-hour work week.
- B. Each 40-hour per week shift employee shall be granted "paid days off" each year in compensation for vacation, sickness, and personal business time off. See Article 9, below, regarding holidays. The 40-hour per week personnel shall accumulate "paid days off" in accordance with Appendix A of this document.
- C. Employees may begin using accrued PDO hours as soon as the hours are earned in said 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 1<sup>st</sup> through the 15<sup>th</sup> pay period cannot be used until the 16<sup>th</sup> through the end of the month pay period and so forth.

An employee shall be paid for all earned and accrued PDO hours at the employee's current rate of pay when he/she terminates employment.
- D. If an employee must leave his/her work assignment due to a personal emergency during his/her shift, he/she 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.
- E. In the event an employee cancels a previously scheduled paid shift off, the shift commander may allow another employee to take that shift as a

paid shift off; provided however, those sufficient remaining employees would be on duty to meet safe operating staffing levels as defined by department policy.

## 7.2 Short-Term Disability – LEOFF-II Employees

- A. Employees hired after October 1, 1977, shall accrue short-term disability at the following rates:
  - (1) 24-hour and 12/12/24-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 –will begin accruing paid shifts/days off for sickness immediately and may begin using accrued STD hours as soon as the hours are earned in said bank. STD hours accrued in a pay period cannot be used in the same pay period in which time is earned, i.e. STD hours accrued in the 1<sup>st</sup> through the 15<sup>th</sup> pay period cannot be used until the 16<sup>th</sup> through the end of the month pay period and so forth.
- C. Use of this leave is available only for illness or injury which requires leave.
- D. Payoff of Unused Short-Term Disability – Any employee who separates from the employer under the following circumstances shall be paid a sum equal to twenty percent (20%) his/her accrued and unused short-term disability leave.
  - (1) Statutorily eligible for LEOFF retirement
    - 1. 53 years old and 5 years of service; or
    - 2. 50 years old and 20 years of service
  - (2) Separates due to a duty disability.

## 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 supplement the time loss payments 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 a period of time loss. The City's

supplement will begin on the first date an employee is entitled to time loss 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.

2. After this first six (6) month period, employees may supplement time loss payments, up to their normal monthly salary, from their available leave accruals.
3. Employee benefits, including the Health Trust contribution, STD, 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**

1. 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 STD the employee is expected to accumulate, up to a maximum of three days (3) or three work shifts (3), whichever is greater. Any STD leave drawn prospectively as provided in this subsection, shall be charged against earned STD leave until such time as the employee has accrued the amount needed to restore the amount used. In the event an employee terminates active service without having restored the STD leave drawn prospectively, the employer shall deduct the actual cost of any payments made under this subsection from compensation or other money payable to the employee, or otherwise recover such payments.

#### 7.4 Light Duty – LEOFF II Employees

A. **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 STD 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 employer agrees to provide at least five (5) light duty assignments for injuries that occur off the job. Of the five (5) light duty assignments, at least two (2) of the positions will perform fire inspections as the primary focus of the light duty work.

(a) Cross Jurisdictional Agreement

IAFF Local 452 Fire Marshal's Office shall allow IAFF Local 452 Suppression uniformed members to perform cross-jurisdictional fire inspections while on light duty at the direction of the Fire Marshal.

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 treated as follows:



Conversion Factor Equation – Divide the work week hours that the employee is going in to, by the work week hours they are leaving. For example on PDO:

*24-hour shift employee, working a forty-eight (48) hour workweek, with twelve (12) years of service, begins administrative assignment on July 1, and has a balance of 650 hours.*

*Conversion to 40-hour accrual maximum:*

*650 times .833 equals 541.45 hours. This is his/her new balance on July 1. He/she works the 40-hour schedule for four (4) months, accruing at 22.85 hours per month, bringing his/her balance to 632.85 hours. He/she returns to 24-hour shift schedule on November 1.*

*Conversion to 24-hour accrual maximum:*

*632.85 times 1.2 equals 759.42 hours. This is his/her new balance on November 1.*

**STD Accrual (LEOFF II only)** – At thirty (30) days, the employee's STD balance shall be converted to that of a 40-hour per week employee, by multiplying his/her balance by a factor of .833. The employee will then accrue STD at the rate of 16.32 hours per month. Once the light duty assignment ends, the employee's STD balance shall be converted back to that of a 24-hour shift employee, by multiplying his/her balance at the end of the light duty assignment by a factor of 1.20. Partial months of light duty assignment shall be prorated on a daily basis for purposes of STD accrual.

## **8. Medical Examinations**

- 8.1 The employer has the right to require medical/physical or psychological examinations by a licensed practitioner of all employees covered by this agreement to assure that they continue to meet the requirements for the position as set forth by the local pension board and/or department rules and regulations. The employer recognizes and respects the employee's right to privacy of personal medical/family history information which is not related to the employee's ability to perform the job. When requiring an examination, the employer shall request only information which is reasonably necessary to determine the employee's ability to perform his/her job, any appropriate restrictions of duties, the likely duration of any such restrictions and the probable date of return to duty. The Chief shall request that the practitioner recommend corrective measures to be taken by the employee to improve the health and/or physical condition which impairs the employee's ability to perform his/her 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:
- (1) Such examination shall be at the employer's expense.
  - (2) 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.

## 9. Holidays

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

New Year's Day – January 1  
***Martin Luther King Jr. Day – Third Monday in January\****  
President's Day – Third Monday in February  
Memorial Day – Last Monday in May  
Independence Day – July 4  
Labor Day – First Monday in September  
***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 Fourth is not included as a holiday for “holiday routine” due to the special nature of events surrounding that day.

9.4 For 40-Hour Week Personnel –

- A. Employees will receive eight (8) hours of holiday pay per occurrence.
  - a. 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 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 holiday’s 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 his/her sick leave accrual charged. For employees working other than an eight (8) hour day, the additional hours will be deducted from the employee’s STD 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 9.1 shall be paid double his/her 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.
  - a. This bank will be paid out at the time they move to a 24-hour shift.
  - b. 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.

- a. In the instance where a holiday is 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.

#### 9.5 For Personnel Working 12/12/24 schedules

- a. During recognized holidays, personnel working this schedule will be stationed-based and be provided the holiday routine identified in 9.3.

### 10. Military Leave

The employer abides by the provisions of the laws of the State of Washington, RCW 38.40.060, which stipulates that employees who are members of the National Guard or Federal Reserve military units are entitled to be absent from their duties for a period of up to twenty-one (21) calendar days with pay during each year (October 1 – September 30) while engaged in the performance of ordered military duty and while going to or from such duty.

Twenty-one (21) calendar days for 24-hour personnel is defined as:

- (0001 – 2359 hours) = One (1) calendar day
- Twenty-one (21) calendar days = 10.5 shifts
- One (1) shift = Two (2) days

### 11. Other Leaves

11.1 All leaves without pay will be handled in compliance with Civil Service Rules and Regulations.

11.2 A maximum of five (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 paid shifts off with the approval of the Fire Chief or his/her designee.

- 11.4 Family and Medical Leave (FMLA) shall be granted pursuant to the requirements of the Family and Medical Leave Act of 1993, the Washington Family Leave Act and the City of Vancouver policies.

## **12. Rates of Pay**

### **12.1 *Forty-Hour (40) Per Week Personnel***

The hourly rate of the employee will be his/her 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) and 12/12/24 Hour Shift Personnel***

#### **A. Twenty-Four (24) Hour Shift Personnel**

The hourly rate of the employee will be his/her semi-monthly base rate multiplied by twenty-four (24) pay periods and divided by 2496 hours.

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

#### **B. 12/12/24 Hour Shift Personnel**

The hourly rate of the employee will be his/her semi-monthly base rate multiplied by twenty-four (24) pay periods and divided by 2496 hours.

Any time that a 12/12/24-hour employee is paid for a period of less than a full month, the reduction in salary for the unpaid period will be computed by placing the employee's semi-monthly salary on an annual basis and dividing this total amount by the annual hours to compute the hourly rate.

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

#### **A. Captain Pay Structure**

Step 1:	TSFF* 1.10% (110%)
Step 2:	CP1* 1.05% (approximately 115%)
Step 3:	CP2* 1.05% (approximately 120%)
Station Captain	CP3* 1.05% (approximately 125%)
Special Projects	1.05% of current captain step rate

B. For information regarding the history of and transition to the Captain pay structure please refer to Appendix D.

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

12.5 *Promotional Increases*

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

**13. Policy References**

13.1 *Promotional Process*

Selection of candidates to be appointed to a promotional position within the bargaining unit shall be from a certified eligibility list created from the examination process as established by the Civil Service Rules and Administrative Guideline ("AG") #500.3. If there are any conflicts between the Civil Service Rules and the Administrative Guideline, AG #500.3 will control.

13.2 *Policy Changes*

Any proposed changes to applicable rules, regulations, and/or policies that involve mandatory subjects shall be bargained pursuant to RCW 41.56.

**14. Clothing and Bedding**

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

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

14.2 Beds and Bedding

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

**15. Overtime/Double Time**

- 15.1 In the event the need for overtime should arise, overtime will be compensated according to the following schedules.
- 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 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.
- 15.3 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.
- 15.4 Employees who work on a normally scheduled PDO shall be compensated as follows:
- A. Employees shall be paid at the appropriate rate (overtime or double time) for all hours worked.
  - B. Twenty-four (24) or twelve (12) hours in the case of suppression personnel (based on applicable schedule) 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 his/her normally scheduled PDO per department policy and report to work, all hours worked shall be paid at straight time and the employee's PDO balance will not be reduced for that day.
- 15.5 In the event a bargaining unit member is called into work for overtime and subsequently sent home as not needed, such employee will be paid a minimum of two (2) hours of straight time at the pay rate of that individual.

## **16. Apprentice Program**

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.

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.

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".

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.

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.

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.

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.

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.

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.

**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 his/her EMT-B certification.

**18. PLACEHOLDER**

**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. When in an SCBA specialty, the specialty pay will end if the employee is not assigned to a SCBA station for more than one month.
2. 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:

<b>Specialty Pay 1 (Trainee)</b>	1.1% of base pay
<b>Specialty Pay 2 (Technician)</b>	2.2% of base pay
<b>Specialty Pay 3 (Team Lead/Coordinator)</b>	3.6% of base pay
<b>Specialty Pay 4 (Coordinator)</b>	5.0% of base pay
<b>Specialty Pay 5 (Marine Pilot)</b>	7.0% of base pay
<b>Specialty Pay 6 (Lead Marine Pilot)</b>	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. He/she 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; provided that the Fire Chief may permit one or more employees to combine the PIO or Shipboard Firefighting specialty with another specialty if necessary to fill vacancies. Employees who have two specialties assigned as of 1-1-2020 will be grandfathered until one or both of their specialty assignments end.

**20. Paramedics**

20.1 Effective January 1, 2020, employees who are assigned by the Chief 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. Ten percent (10%) of the top step firefighter (without competency) salary shall be added to the monthly base wage of Captain Paramedics.

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

- A. Those who became paramedics before January 2, 1995.

- B. Those who became paramedics between January 2, 1995 and December 30, 1995.
  - C. Those who became paramedics after December 30, 1995.
- 20.3 To decertify, the paramedic employee must notify the Fire Chief in writing, and they must take the necessary steps to ensure they transition directly from paramedic to EMT-B.
- A. Those in classification A may decertify provided it does not cause the Department to drop below 17 paramedics. Such requests shall be approved on a first-come, first-served basis.
  - B. Those in classification B may decertify once the Department has appointed (through hiring or classification change) another paramedic to fill the paramedic vacancy they would create. Such requests shall be approved in seniority order based on length of service as a paramedic in this Department.
  - C. Those in classification C may request to decertify and the City may allow them to decertify once the Department has appointed another paramedic to fill the paramedic vacancy they would create. Such requests shall be approved in seniority order based on length of service as a paramedic in this Department.
- 20.4 No employee shall be terminated due to a temporary loss of his/her paramedic certification.
- 20.5 Minimum staffing for paramedics for leave selections will be eleven (11).
- 20.6 Captain Paramedic (PM) Classification Phase-Out
- A. Current Captain Paramedics have the option to decertify as a PM. Pay will be red circled at their current Captain Paramedic (step and years of service) rate until such time as the appropriate declassified Captain (step and years of service) rate is greater than their current Captain Paramedic rate.
    - 1. Must give one (1) year notice by July 1 or January 1 effective same date following year.
    - 2. The City will allow three (3) per six (6) month period to decertify as a PM.
      - a. In the event more than three (3) Captains desire to decertify in the same six (6) month period, seniority within the Captain rank will determine which three will be allowed to decertify.

- B. Paramedics hired prior to January 1, 2017 or members approved to become paramedics prior to January 1, 2017 may decertify as a PM when promoted; or are grandfathered and the above language will apply.
- C. Paramedics hired after January 1, 2017 must decertify as a PM when promoted to Captain.

## **21. Vacancies and Working Out of Classification**

- 21.1 It is the intent of the employer to budget officer positions and to fill them as required, to provide the level of supervision determined by the City to be necessary and consistent with the safety of personnel and citizens as well as service to the community. Therefore, it is the intent of the employer that any work by any member of the unit in a job classification other than his assigned job classification would be an exception, except in circumstances where officers are utilizing benefit accruals or coverage for administrative assignments. In the event that the same position must be consistently filled by temporary appointment, contrary to the intent of the parties, the employer and the union will meet to discuss resolution of the issues.
- 21.2 Within the context of the above statement of intent, the following is specifically agreed to by the parties hereto:
  - A. The employer will create and fill sufficient officer positions to provide departmental supervision. The employer will provide an officer or "Out of Class, Acting, or Temporary "Officer" to each engine and truck company at all times. However, in no case will the employer schedule more than four (4) non-regular officers to duty as company officers on engines and trucks.
    - 1. This maximum does not apply from 0700-0800.
    - 2. No individual will be compelled to work Out of Class unless they have been qualified to do so (except for compelled rescue assignments).
    - 3. To be eligible for an Out of Class assignment after January 1, 2018, the Captain Out of Class Task Book will be required to be completed before working out of class.
    - 4. On a daily basis, if overtime is necessary, it will first be offered to fill open Captain vacancies; even if the result is movement of a regularly assigned person from their bid spot in order to minimize the amount of overtime needed to fulfill minimum staffing requirements.
  - C. Out-of-classification pay will be paid in the following manner whenever a vacancy occurs for any reason:

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

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

- D. In making out-of-classification assignments, the shift commander will appoint such person that he deems qualified. In making such determination, he/she shall give first consideration to employees on applicable eligibility lists. In order to work out of class, a firefighter must have at least four (4) years seniority in the department.

21.3 Whenever a vacancy occurs (i.e., the person is separated from service), said vacancy shall be filled; provided this shall not supersede any Civil Service laws or regulations, nor shall it affect the City Council's prerogative to, at any time, eliminate any position or staff's prerogative to recommend the same to Council.

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

## **22. Employee Insurance**

22.1 **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:

1. meet the health care needs of employees, their spouses, qualified domestic partners, and dependents;
2. significantly slow the growth of health care costs and create a more sustainable system;
3. provide greater collective consumer choice, control, and accountability; and
4. 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:
  1. contract for fiduciary liability and/or errors and omissions insurance in an amount as reasonably determined by the Trustees;
  2. contract with a licensed trust company or other financial institution to hold the plan assets; and
  3. 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.**

- I. Beginning January 1, 2020, the City contribution per employee per month will be \$2,165.59.

Beginning January 1, 2021, the City's contribution per employee per

month will be \$2,273.87.

Beginning January 1, 2022, the City's contribution per employee per month will be \$2,387.57.

6. All Trust contributions must be made to the Trust by the 10<sup>th</sup> 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.
7. 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.
8. 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.
9. The Trust will be responsible for all COBRA coverage (pursuant to federal requirements).
10. 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 1<sup>st</sup> of every month. The Trust will then be required to purchase long-term disability insurance through the Trust on behalf of such employee.



## **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 E.
- 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 \$125.00 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 25<sup>th</sup> 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 10<sup>th</sup> and 25<sup>th</sup> of the month paychecks.
  - 2. Deductions shall be made on a pre-tax basis.
- B. 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 sick leave on the date of the eligible employee's retirement, as identified in Appendix C.

- C. The City shall additionally make a contribution to the Plan for all members hired on or before July 1, 1989 in the amount of one hundred percent (100%) of the cash-out value for all eligible, accrued and available vacation leave on the date of the employee's separation.

- 1. The accumulated cash-out value deduction shall be made on a pre-tax basis.

## **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.

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.

- 24.3 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.

## **25. Retirement Plan and Deferred Compensation**

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

## **26. Identification of Jobs**

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

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

## **27. Grievance Procedure**

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

### **27.2 Procedure**

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

The grievant(s) may be accompanied by the union representative in presenting the written grievance to the Fire Chief. 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 twenty-one (21) days, the grievance shall automatically advance to step 2.

Step 2: The Fire Chief shall conduct a meeting with the grievant(s) and the union representative, or with the union representative only, at the discretion of the Union. The chief shall make a decision on the matter, in writing, within twenty-one (21) days of receipt of the grievance. Copies of the decision shall be mailed, 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 his/her designated representative within fourteen (14) days after receipt of the decision reached in step 2, above. The City Manager or his/her designate shall conduct an investigatory hearing with the appropriate parties within fourteen (14) days of receipt of the written grievance and shall render his decision within fourteen (14) days of such hearing, with copies to the grievant(s), the Union and the Fire Chief.

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

The parties shall mutually select a disinterested third party to serve as arbitrator. In the event the employer and the union are unable to agree on an arbitrator, an arbitrator shall be selected by the process of alternately striking from a panel of eleven arbitrators (selected from WA or OR) requested from the Public Employment Relations Commission (PERC) or the Federal Mediation and Conciliation Service (FMCS). The loser of a coin toss shall strike the first name. The request to PERC or FMCS shall state the general nature of the issue and ask that the nominee be qualified to handle the type of issue involved.

The City and the Union will jointly share the fee for selection and services of an arbitrator.

The arbitrator shall render a decision as promptly as possible. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and/or the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of this agreement. A decision within the jurisdiction of the arbitrator shall be

final and binding upon all parties. The expenses and fees incumbent to the services of the arbitrator shall be split equally between the parties.

- 27.3 Failure by the grievant(s), or his/her 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 time line.

## **28. Employee Discipline/Termination**

- 28.1 The employer may, in good faith for or cause, take disciplinary action by written reprimand, suspension, demotion, or discharge. The employee shall be provided a letter setting forth the reason(s) for such action at the time such action is taken or shortly thereafter. Employees shall be given the opportunity to read and answer all disciplinary letters or performance evaluations before placement of such material into their personnel file and will be requested to sign such letters. Signature thereon shall not be construed as admission of guilt or concurrence with the reprimand, but rather an indication that he/she has seen and comprehends the gravity of the disciplinary action. A copy of the letter will be provided to the union upon authorization by the employee.
- 28.2 It is agreed by both parties that no entries may be made to an employee's personnel file from anonymous sources without substantive evidence.
- 28.3 The guidelines outlined in AG #500.4 will be followed by all parties in investigations into allegations of misconduct or substandard performance that, if substantiated, would likely lead to discipline as outlined in 28.1.

## **29. Labor Relations Committee**

- 29.1 The Labor Relations Committee shall be composed of the Fire Chief and the Union Local President and/or their designees.
- 29.2 This committee shall meet at least monthly, or more frequently as agreed upon, to discuss mandatory subjects of bargaining.
- 29.3 The Fire Chief may hear input from the union on non-mandatory subjects of bargaining, and may consider the union's position on those matters.

## **30. Conflict of Contract and Ordinance**

It is agreed that the intention of the parties to this agreement is that this agreement and all working agreements shall be consistent with the Personnel Ordinance and that where it is found that the provisions of such an agreement are in conflict with the Personnel

Ordinance, that the language of the agreement would become the basis for recommending an amendment of the ordinance.

**31. Tuition Reimbursement**

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

**32. Substance Abuse Prevention Policy**

32.1 The Union and the City agree that the Substance Abuse Prevention Policy shall apply to all members of the bargaining unit outlined in appendix H.

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

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

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

**33. Paydays and Payroll Deductions**

Pay periods shall be the following:

Pay period of 1<sup>st</sup> through 15<sup>th</sup> - payday on 25<sup>th</sup>

Pay period of 16<sup>th</sup> through the end of the month – payday on 10<sup>th</sup>

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

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

**34. Separability Clause**

In the event that any provision of this agreement shall be determined to be illegal or in violation of any federal or state law or regulation, whether by judicial or administrative determination, that portion of the contract shall be deemed excised from this agreement

and all other portions unless dependent upon the excised portions shall remain in full force and effect.

**35. Non-Reduction of Wages and Working Conditions**

The parties hereto agree that the wages and working conditions in effect and now being paid to and enjoyed 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.

**36. 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.

**37. Successor Clause**

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

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.

**38. Termination and Renewal**

38.1 This agreement is effective January 1, 2020, and shall remain in full force and effect through December 31, 2022, and shall be automatically renewed thereafter upon each anniversary of said date unless written notice to the contrary is given by either party as set forth in 38.2, below.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

For the Employer

For the Union

\_\_\_\_\_  
Eric J. Holmes, City Manager

\_\_\_\_\_  
Judson McCauley, President

\_\_\_\_\_  
Joseph Molina, Fire Chief

\_\_\_\_\_  
Greg Straub, Vice President

\_\_\_\_\_  
Lisa M. Takach, HR Director

\_\_\_\_\_  
Pete Adams, Secretary

Approved as to form:

\_\_\_\_\_  
Dave Sturbelle, Treasurer

\_\_\_\_\_  
Jonathan Young, City Attorney

Attest:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk



**APPENDIX A**  
**IAFF LOCAL 452**

**Paid Days Off Accruals**

**For 24-Hour Shift Employees**

<b><u>During Year of Service</u></b>	<b><u>Paid Shifts off Per Year</u></b>	<b><u>Accrual Rate Per Month</u></b>	<b><u>Maximum Accumulation</u></b>
1-5	11 Shifts	22 Hours	824
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:**

<b><u>During Year of Service</u></b>	<b><u>Accrual Rate Per Month</u></b>	<b><u>Maximum* Accumulation</u></b>
1-5	18.33 Hours	686 Hours
6-10	19.99	686
11-15	23.32	686
16-20	24.99	686
21-25	28.32	686
26+	29.99	686

\* Accrual rates and maximums are determined by multiplying the 24-hour accrual rates and maximums by .833 (40-hour workweek/48-hour workweek = .833)

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**  
**Company Officer**

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

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

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

**As of January 1, 2017:**

**Company Officer Step Program**

- Current Step 1 have the following two options:
  - Fulfill the Step 1 requirements in the current program.
    - After this step is completed, you then transition to the new program for all future steps.
  - Fulfill the Step 1 requirements in the new program
- Current Step 2 and above can opt into the new program, or choose to stay in the current program.
  - Staying in current program results in no access to Company Officer Step Program tuition reimbursement, but maintains access to department tuition reimbursement.
- All education from an accredited college toward a Bachelor's degree in Fire Science or Administration, Public or Business Administration, or Emergency Management.
- Accredited schools determine what credits apply.
- Program Overview:
  - Cpt 1: Four (4) years with VFD
  - Cpt 2: One (1) year and completion of probation as Cpt 1. Complete fifteen (15) credits in Bachelor's program as noted above. Incident Command System (ICS) and Incident Safety Officer (ISO) Classes.
  - Cpt 3: Four (4) years as a Captain. Forty-five (45) additional credits as noted above. Qualified to work OOC as a BC. Successful completion of Haz-Mat On-Scene Incident Commander (IC) and the NFA "Introduction to Emergency Response to Terrorism" classes.
  - Station Captain: Initial recruitment from current Step 3 and above Captains; future recruitments are two (2) years as a Step 3 Captain. Thirty (30) additional

credits as noted above. Promoted by testing process as bargained between the parties, with rule of three (3). One (1) per station. Health and Safety Officer class.

- Current Captain 4 and 5 red circled if not selected to fill station captain role and assigned as a Step 3 Captain.

### **Captain Pay Transition**

Step	Medic/Captain	Captain	
1	4	8	110%
2	7	6	115%
3	7	7	120%
4*	0	7	124%
5**	6	1	125%
Station Captain***		(10)	125%

- \*Current Step 4 captains not receiving a station captain position will increase to 124% and then be red circled until such time as the step 3 captain rate exceeds their red circled rate.
  - Current step 4 captains will be grandfathered in, there will be no additional progression to the former step 4 or 5 positions, instead there will be opportunity to progress to a station captain or special projects captain position.
- \*\*Current Step 5 captains not receiving a station captain position will be red circled at the appropriate 2017 station captain rate, until such time as the step 3 captain rate exceeds their red circled rate.
- \*\*\*Based on comparables as of 11.16.2016, station captain rate was 128%. The negotiated station captain rate is 125%, a difference of 3%, multiplied by 10 station captains equals 30%. 30% was divided by the number of current step 4 captains as of 11.16.2016 (7) to get to 4.28%. That 4.28% was rounded down to account for the possibility of additional step 3 captains advancing to step 4 prior to the execution of the agreement. The 4% added to their current 120%, resulting in a grandfathered step 4 of 124%. Both parties agreed to this methodology for calculating the rate of the grandfathered step 4 captains.

### **Tuition Reimbursement**

Up to \$50,000 per year towards tuition, books, and fees for the company officer step program up to EOU rates.

## **APPENDIX C**

### **IAFF LOCAL 452**

#### **Method of Negotiating the Contract**

For the 2017 - 2019 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)

Kent

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

Snohomish County Fire Protection District 1

South King Fire & Rescue

Spokane Local #29

Tacoma Firefighters Local #31

The parties agreed to determine the comparable by:

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

Assessed Valuation (50% - 150%)

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

- Base salary for top step fire fighter
- Longevity pay for a 10-year employee
- Competency pay for a 10-year employee
- Education pay for an Associate Degree, divided by one-third (1/3)
- Holiday pay or In-lieu-of holiday pay
- Deferred compensation matching

Any specialty pay that is paid by fifty percent (50%) of the comparables that is not yet identified in the collective bargaining agreement shall be included in the negotiations of the successor collective bargaining agreement.

The "net hourly compensation" components were then added together and divided by seven (7) to reach an average "net hourly compensation."

City of Vancouver's "net hourly compensation," using the above formula, was then compared to the average of the seven (7) comparable and adjusted.

## **APPENDIX D**

### **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 E**  
**IAFF LOCAL 452**  
**RATES OF PAY**

See the attached spreadsheets for each year of rates of pay.

Effective January 1, 2020, base wages for the classifications covered by this agreement were adjusted by 3.0%.

Effective January 1, 2021, base wages for the classifications covered by this agreement shall be increased by 2.5%.

Effective January 1, 2022, base wages for the classifications covered by this agreement shall be increased by 2.0%.

## APPENDIX F

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

**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 he or she has received notice of the requirement to be tested in accordance with the provisions of this policy, or engages in conduct that clearly obstructs the testing process.

**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:

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

**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 he/she has 72 hours from having been informed of a verified positive test to request that the MRO send the split specimen to a different SAMHSA-certified laboratory for analysis.

i. Expenses for testing of the split sample will be paid for initially by the City. If the results of the split sample test are positive, the City will be reimbursed by the employee for the cost of testing the second split sample.

j. Outside job applicants who request a second test will be responsible for the cost of testing the split sample. In addition, the candidate will be responsible for coordination of payment for the second testing.

### **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, he/she will be prohibited from hire. Applicants may be considered again for employment with the City after six (6) months.

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

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

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

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

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

Any employee who is subject to post-accident testing must remain readily available for testing. If the employee does not or is not able to remain at the accident scene, he/she is required under this policy to notify the City of his or her location until testing is completed. This notification requirement will be considered to be met if the employee is unable, because of the need for medical treatment for personal injury, to remain at the site. If the employee fails to do this, when ordered, the City will interpret this action as a refusal to undergo the required testing. However, nothing in this section is designed to require the delay of any appropriate action that may need to be taken by the employee in an emergency situation such as obtaining emergency assistance, seeking emergency medical attention, etc.

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

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

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

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

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

An employee may be referred for drug and/or alcohol testing only by a trained supervisor or manager who observes, first hand, specific, articulable and contemporaneous behavior such as appearance, speech or body odors that are characteristic of alcohol or drug misuse. Co-workers or other employees may report a behavior that causes concerns, but employees will only be sent for testing based on first hand observations of a trained supervisor or manager.

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

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

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

If required specimens are not collected or if required tests are not administered within 8 hours (for alcohol) and within 32 hours (for drug), the manager or supervisor will document the

reasons for not collecting the specimens or administering the tests and will discontinue the efforts to test the employee.

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

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

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

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

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

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

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

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

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

## **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, he/she 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 he/she successfully completes a treatment program and follow-up testing upon return to work. An employee may be subject to discipline for adulterating or falsifying, or attempting to adulterate or falsify, a test sample, or for falsifying or attempting to falsify a test result; and/or for refusing to undergo treatment or rehabilitation as may be recommended by a professional in the field of substance abuse. All employees are required to comply with other City or departmental policies and may be subject to discipline for violation of such policies. No employee shall be disciplined under this policy except for just cause.

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 his/her 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 his/her 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 his/her regular duty assignment. Thirty-six (36) months following the completion of a treatment program, if the employee has had no further positive testing or other alcohol or substance abuse related incidents, the employee's personnel file shall be purged of any reference to his/her drug and/or alcohol problem.

## **RESPONSIBILITY ASSIGNMENTS**

### **Human Resources and Risk Services**

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

### **Managers and Supervisors**

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

- Take every reasonable measure to safeguard the privacy of an employee in connection with this policy. Maintain the confidentiality of an employee who voluntarily requests assistance in dealing with chemical dependency.

### **Employees**

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