

AGREEMENT

By and Between
The City of Vancouver
and
The Vancouver Fire Department Guild

2020-2022

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Fire Department Guild Agreement

The City of Vancouver and Vancouver Fire Department Guild (the Guild) 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 Guild agree that the provisions of this agreement shall be applied equally to all employees covered hereby without regard, to race, color, religion, sex, pregnancy, marital status, domestic status, veteran status, sexual orientation, gender identity, national origin, disability, age, genetic information or any criteria established by state and federal statutes, rules or regulations, unless such would prohibit performance of a qualifications standard that is job related and consistent with business necessity to prevent a direct threat to health and safety.

Article 1 Guild Representation

- 1.1 The employer recognizes the Guild as the exclusive bargaining agent for the deputy fire marshal I and II, lead deputy fire marshal, fire plans examiner; resources service technician and fire code officer classifications.
- 1.2 The Employer and the Guild agree that questions of Guild representation that may arise shall be resolved in accord with rules of the Washington State Public Employment Relations Commission (PERC) and in accord with local, state or national statutes and rules.

Article 2 Rights of Management

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

Article 3 Union Security

- 3.1 The parties agree that the terms of this Agreement apply equally to all employees in the bargaining unit and as defined in this Agreement. Any bargaining unit employee may authorize the Employer to take any of the following actions with respect to dues or fees:
- A. Deduct from their pay the amount of the Guild membership dues charged by the Guild for representation and services provided by the Guild;
 - B. Deduct an amount certified by the Guild to be the 'fair share' fee for services provided by the Guild; or
 - C. Not deduct any due or fee; provided that an employee electing this option may be charged a reasonable fee for services requested by the employee for representation in grievance or arbitration procedures.
- 3.2 The Guild agrees to provide the employer with Guild dues deductions assignment forms for each employee who desires to pay their Guild dues/voluntary fair share fees by payroll deduction. The employer will deduct such dues/fair share fees from the wages of those employees and forward them to the Guild each month.
- 3.3 In the event an employee covered by the bargaining unit notifies the Employer that they no longer wish to have dues or fees deducted from their pay, the Employer shall notify the Guild of the notification within five (5) working days.
- 3.4 The Guild shall indemnify, defend and hold the City harmless from all suits, actions, proceedings or claims against the City or persons acting on behalf of the City, whether for damages, compensation, reinstatement or any combination thereof, arising out of application of this Article. In the event any decision is rendered by the highest court having jurisdiction that any portion of this article is invalid and/or that reimbursements must be made to any employees affected, the Guild shall be solely responsible for such reimbursements.

Article 4 Union Representatives and Union Activity

- 4.1 The Guild shall inform the Employer in writing of the name of its officers and business representatives who are accredited to represent the Guild, 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 Guild.

- 4.2 Guild representatives may, after receiving permission from their supervisor, visit the work location of employees covered by this Agreement, for the purpose of administering provisions of the agreement related to grievance processing, disciplinary action and posting of Guild notices on City provided bulletin boards.
- 4.3 Solicitation of Guild membership or collection or checking of dues will not be conducted during working hours other than as follows:
- A. Guild representatives are allowed access to new employees at an agreed upon time by the City and the Guild for the purposes of informing the employee about the exclusive bargaining representative within the first ninety (90) days of the employee's start date; and
 - B. Guild representatives shall have access to new employees once for new employee orientation for no more than thirty (30) minutes; and
 - C. Access shall occur during the employee's regular working hours at the employee's regular worksite, unless otherwise agreed.
- 4.4 The Employer agrees not to discriminate against any member of the Guild for their activity on behalf of or membership in the Guild, provided such activity is not carried on during working hours, except as expressly provided in this agreement.
- 4.5 Employee officers of the Guild shall be allowed reasonable time away from their work assignment for the purposes of meetings with the City for collective bargaining, grievances or disciplinary hearings or such other legitimate activities as are mutually agreed upon between the Guild and the City. City employees participating in such meetings or activities will be allowed to do so without loss of pay if scheduled during said employee's regularly scheduled work time. If meetings or activities go beyond the regularly scheduled work time, then the employees shall be on their own time, not paid by the City.

For the purposes of attendance at the bargaining table, not more than three (3) on duty employees will be present when bargaining the master agreement.

- 4.5.1 Employee Guild representatives shall request permission from their immediate manager for time away from their work assignment. Such requests shall be granted provided the time away does not unreasonably detract from their work performance and is in compliance with the above requirements as to the nature of the activity. Time away from their work assignment to act in the role

of Guild representative shall be coded on their timesheet as “Union Leave”.

4.5.2 Employee Guild representatives and affected employees shall be allowed time away from their work assignment for meetings with the City. A reasonable amount of prep and debrief time necessary for these meetings shall be allowed.

4.6 City work hours shall not be used by employees or the business representatives for the conduct of Guild business or the promotion of Guild affairs other than stated above.

4.7 The City shall provide bulletin board space for Guild notices in a conspicuous location where workers frequent regularly in each work area.

4.8 Use of City telephones or computers related to Guild business.

A. City telephones or computers use is allowed subject to the following:

1. When such use is de minimis and incidental, such as arranging a meeting with a Guild representative.
2. For the purpose of conducting an investigation of a grievance, such as individual inquiries to co-workers.
3. For the purpose of interacting with the City’s representatives concerning Guild-City business, such as setting dates for City-Guild meetings, making inquiries regarding grievances, etc.

B. The uses cited in may continue only if they incur no additional cost to the City. The content of any and all communications using the City computer system is not privileged and may be subject to City review.

Article 5 Work Week, Hours of Work, and Schedule

5.1 The work period is defined as the timetable between 12:01 a.m., Sunday through 12:00 midnight the following Saturday. The work week shall be Monday through Friday, 8:00 a.m. to 5:00 p.m. (not to exceed forty (40) hours, excluding lunch periods.) Alternative work schedules may be determined by mutual agreement of the Guild and the employer.

5.2 Rest Periods – Each employee shall be given a 20-minute paid rest period in the first half of the working shift and a 20-minute paid rest period in the second half of the working shift, and an unpaid lunch period of not less than thirty (30) minutes or more than sixty (60) minutes (during the shift).

Article 6 Strikes, Work Stoppages and Work Slowdowns

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

Article 7 Medical Examinations

- 7.1 Fitness for Duty
The parties recognize that employees have the responsibility to report to work fit for duty.

To ensure physical and mental fitness, the employee may be required to provide the Employer a fully completed certification from a medical and/or psychological provider on a City-provided form of the employee's fitness to perform the specific duties of their job or light duty alternative before returning to work.

The Employer also has the right to send employees for medical and/or psychological examinations at the City's expense for additional certification of fitness for duty whenever the Employer reasonably believes that the employee is not fit for duty or may be a danger to themselves or others.

- A. Should the findings of the employer requested medical and/or psychological exam have an adverse effect on the employee's employment, the employee will have an opportunity, at their sole discretion and expense, for a second examination.

The City shall comply with all applicable medical records confidentiality laws associated with any employee medical information.

7.2 Wellness Physicals

- A. Participation in the annual wellness physicals set up by the City will be mandatory for the classifications of Deputy Fire Marshals I and II and Lead Deputy Fire Marshal, whose job description includes fire investigation. Wellness screenings will be administered at the sole cost and discretion of the City.
- B. The City will bear the costs of the annual wellness physicals and shall include but not be limited to:
 - a. Bloodwork: Comprehensive Metabolic Panel, Lipid Panel, Complete Blood Count
 - b. Electrocardiogram
 - c. Treadmill Stress Test for those who are 40 years old and then every 5 years after the age of 40
 - d. Urine Microanalysis
- C. All information gathered as a result of the 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.

Article 8 Rates of Pay

8.1 Pay Periods

The pay periods and pay dates will be as follows:

Pay Period	Pay Date
1 st through 15 th	25 th
16 th through end of month	10 th

Employees will be paid a monthly salary which shall be split equally between the two (2) pay periods. Timesheets submitted in error will be corrected on the following pay check.

8.2 Salary Step Plan

8.2.1 2020: 4% increase

2021: 2% increase

2022: 2% increase

All employees in the Vancouver Fire Department Guild who are eligible to vote for contract ratification shall receive on the first full pay period following Council ratification a one-time gross payment of \$750 per member. This one-time payment will be prorated for part-time members (e.g. a .75 FTE will receive \$525).

8.2.2 Newly Hired or Rehired Employees

Employees will move through the defined salary steps on an annual basis, based on adjusted service date.

8.2.3 Promoted Employees

At the time of promotion (defined as voluntarily applying for and accepting a position in a higher pay range), employees will move to the step in the range of the new classification which results in an increase of at least 5% (but not above the top of the new pay range). Upon successful completion of a promotional probationary period, the employee's salary shall then be increased to the next step of the new range and annually thereafter on the employee's adjusted service date, up to the top of the range. In no event shall a promoted employee's salary be less than the starting pay of the salary range of the new classification.

8.2.4 Demoted Employees

Employees who voluntarily demote (defined as voluntarily applying for and accepting a position in a lower pay range) will be placed at the step in the appropriate pay range for the new classification that results in the least amount of pay reduction (but not above the top of the new pay range). If an employee is not at the top step, their next step date will be one year from the demotion date.

For example, an employee is currently at step 3 and is eligible for step 4 on November 1st, but they voluntarily demote to a new position on August 1st. Their next step date will be reset to one year later, August 1st and each August 1st thereafter until reaching the top step.

8.2.5 Flexibly Staffed Positions

Flexibly staffed positions are classifications that allow the City to hire individuals who lack one of the required qualifications (such as ICC Fire Plans Examiner or years of experience) at a lower level, but allow a stated period to obtain the needed requirement. Upon attainment of the needed requirement, the individual's position is moved to the higher classification. Flexibly staffed positions may be filled at the I or II level, depending on the applicant's training and/or experience. If filled at a lower level, movement to the higher level will occur at the time the employee meets the minimum qualifications of the higher job class. An

example is the Deputy Fire Marshal I/II classification. At the time the employee obtains the required qualification and is moved to the higher classification, the employee will move to the step in the range of the higher classification which results in an increase of at least 5%. The employee's next eligibility for a step increase is one year from the date the employee moves to the higher classification and annually thereafter up to the top of the new range.

8.2.6 Probationary Period

A newly hired or rehired employee to the Vancouver Fire Department Guild bargaining unit is subject to a twelve (12) month probationary period. The probationary period for new employees may be extended with notification to the Guild. The Employer may discipline or discharge any newly hired or rehired employee at any time during the probationary period with or without cause, and such discipline or discharge shall not be subject to appeal.

Promotions and voluntary demotions are subject to a six (6) month probationary period. The probationary period for a promotion/demotion may be extended with notification to the Guild, for a maximum of six (6) additional months. In the event an employee does not successfully complete a promotion/demotion probationary period, the employee will be assigned to the employee's original position (if vacant) or to another vacant position for which they are qualified in the same class as, and at the same salary level as, the employee's original position. If the original position is not available, and no other vacant position is available meeting the applicable criteria in this Article, the employee will be placed on a reinstatement list for their original position or classification for twenty-four (24) months. Nothing in this section shall restrict the rights of the employee as defined in Article 8.

Promotion is defined as the following:

- a. Deputy Fire Marshal I or II to Lead Deputy Fire Marshal
- b. Fire Code Officer to Deputy Fire Marshal I

Promotion does not include the progression from Deputy Fire Marshal I to Deputy Fire Marshal II.

8.3 Overtime

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

Scheduled overtime is defined as overtime hours scheduled at least four (4) hours in advance of the end of the regular work shift preceding the overtime period. Any overtime scheduled under this Article shall be paid at a rate of one-and-one-half (1 ½) times the employee's regular base rate, during which time the Employer may provide and require work of the employee.

8.4 **Callback Pay**

Employees who have completed their regular work shift, are on their way home, or at home, and are not scheduled for overtime (as set forth in Article 8), shall be paid at double their regular base rate. Any call-back pay shall be for a minimum of two (2) hours, during which time the Employer may provide and require work of the employee called back.

Overtime and Callback Pay will be compensated rounding up to the nearest quarter hour.

8.5 **Working Out-of-Class**

An employee who is temporarily assigned the duties of a higher level position shall be paid at a rate of five percent (5%) above their current rate of pay, provided that each of the following conditions are met:

- A. The position is currently vacant OR the employee normally filling the position is on authorized leave OR the employee normally assigned to the position has been temporarily relieved of their regular duties to complete a special project approved by the fire chief or their designee.
- B. The employee is formally assigned to perform, and actually performs, duties of the higher job class which are not within the normal duties of the employee's regular job class. Formal assignment must include a written directive from the employee's supervisor.
- C. The employee is so assigned and actually works the assignment for a period of more than thirty five (35) consecutive working hours. If the employee is so assigned and actually works the assignment for a period of more than thirty five (35) hours, the out-of-class pay shall be retroactive for the first hour of that specific assignment. When an employee assumes the supervisory duties as outlined in this section, this shall not be considered an acting appointment to the position of Fire Marshal.

8.6 **Compensatory Time**

At the Employer'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. All accrued unused compensatory time will be paid out at the time of separation.

Employees will be allowed to use accrued compensatory time off by mutual agreement with their supervisor, and subject to any restrictions for such use established under the Fair Labor Standards Act (FLSA).

8.7 On-Call Status

- A. On-call employees shall wear electronic alerting device on during their hours away from work, and when alerted, shall call CRESA dispatch as soon as possible, but no later than fifteen (15) minutes, notifying receipt of the alert and providing an estimate of arrival time. The employee shall arrive at the fire station assigned by the Fire Marshal within 60 minutes of their return notification to CRESA.

For instances where the occasional total response exceeds one (1) hour, the supervisor may grant an exception, based upon the totality of the circumstances for not arriving within one (1) hour.

- B. On-call employees shall be compensated at a flat rate of \$50.00 per day.
- C. On-call employees shall be compensated at the rate set forth in 8.5 for time spent responding to off-duty call outs from the time the employee responds in the assigned City of Vancouver on-call vehicle. Compensation will be for a minimum of two hours during which time the employer may provide and require work of the employee called back.
- D. On-call employees shall be assigned a vehicle for response. The vehicle shall only be utilized for City of Vancouver assignments and shall not leave Clark County except as directed and approved by the Fire Marshal. If an employee lives outside Clark County, the on-call vehicle shall be parked at the fire station assigned by the Fire Marshal during on-call hours.
- E. Current and future employees must reside within a 60 minute response time, as calculated by Google maps, to the fire station assigned by the Fire Marshal, or other mutually agreed to location.
- F. No more than one person may be on-call on any day unless previously approved by the Fire Marshal or their designee.

- 8.8 Telephone Calls at Home After Hours
Employees authorized by the Fire Marshal on subjects authorized by the Fire Marshal, who are required by the employer to answer work-related questions by telephone when they are not at work shall be paid for time actually spent on the telephone at the rate of one-and-one-half (1 ½) their normal base rate calculated to the nearest quarter-hour, with a quarter-hour minimum.

Article 9 Leave Benefits

- 9.1 Personal Time Off (PTO)
Employees may begin using accrued PTO hours as soon as the hours are earned in the PTO bank. PTO hours accrued in a pay period cannot be used in the same pay period in which time earned, i.e., PTO hours accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.

An employee shall be paid for earned and accrued PTO hours, up to the number of hours denoted in Appendix B, at the employee's current rate of pay when they separate employment.

Provisions for Scheduled and Unscheduled PTO not covered in this agreement will follow policy.

- 9.2 Whenever an employee is involved in an investigation or enforcement lasting more than four (4) hours between 10:00 pm and 7:30 am on a Sunday through Thursday night, in lieu of overtime, the employee may use up to a six (6) hour period of compensatory time to be used for downtime during the next work day.

Article 10 Holidays

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

New Year's Day – January 1
Martin Luther King's Birthday – Third Monday in January
President's Day – Third Monday in February
Memorial Day - Last Monday in May
Independence Day – July 4th
Labor Day – First Monday in September
Veteran's Day – November 11
Thanksgiving Day – Fourth Thursday in November
Native American Heritage Day – Fourth Friday in November
Christmas Day – December 25

Article 11 Employee Insurance

Employees covered by this agreement will be provided insurance benefits as follows:

11.1 Life Insurance

Each employee shall receive a life insurance policy in an amount equal to 100% of the employee's annual salary, rounded to the next higher multiple of \$1,000. In addition, employees shall have the option of choosing dependent and/or additional life insurance on a payroll deduction basis.

11.2 Long Term Disability

Regular and full-time and half-time bargaining unit employees will be covered by a city-paid group long-term disability insurance policy.

11.3 Health Insurance

A. Employees and their eligible dependents will have the option of selecting any combination of medical, vision and dental coverage from the following. Based on medical plan selection accompanying vision coverage may be required.

a. Medical

- i. HMO Plan
- ii. HMO Plan – CDHP (Consumer Driven Health Plan)
- iii. PPO Plan
- iv. PPO Plan – CDHP (Consumer Driven Health Plan)

b. Dental

- i. HMO Plan
- ii. PPO Plan

B. Consumer Driven Health Plans (CDHP)

- a. CDHP's include a Health Savings Account (HSA) as allowable by law.
 - i. The City will make a contribution to the Employee's HSA in the following amounts (amounts are pro-rated based on enrollment date:)
 - 1. Employee-only coverage - \$1,500
 - 2. Employee plus one or more dependents - \$3,000

- b. Employees may also contribute pre-tax dollars to their HSA up to the limits allowed by law.

C. **Premiums**

City contribution will increase up to 5% of any increasing premium costs. This means the City will pay up to the first 5% of any increasing premium cost plus the City's previous year's premium sharing amount. The employee's share would be the previous year's premium sharing amount plus any premium costs above 5%.

- D. In addition, members have an opt-out/cash-back option for eligible employees upon certification of other group coverage.

E. Flexible Spending Account (FSA).

- a. For employees enrolled in a non-CDHP plan: Employees will have the option of participating in a healthcare or dependent care FSA.
- b. For employees enrolled in a CDHP plan: Employees will have the option of participating in a FSA for dependent care costs.

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

- 11.5 Dental Insurance
The City will pay 100% of the employee and eligible dependent cost for basic dental insurance for the term of this agreement.

- 11.6 All employee premiums will be paid using pre-tax dollars under the City's flexible benefits plan unless and employee selects the post-tax option.

- 11.7 Medical, vision and dental insurance premiums for regular part-time employees shall be paid by the Employer in the same portion as detailed in 13.4 above, and pro-rata, based on the employee's budgeted FTE (full-time equivalent).

Article 12 Retirement Plan

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

Article 13 Clothing

- 13.1 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.

Article 14 Grievance Procedure

- 14.1 The City's and the Guild's desire that all employees be treated fairly and equitably. It is intended that this grievance procedure will provide a mean of resolving grievances at the lowest possible level.

- 14.2 Grievance Definition: A grievance is defined as a dispute raised by an employee concerning the interpretation or application of a section(s) of this Agreement. Grievances shall be settled as provided for in this Article, and aggrieved employees shall have all rights guaranteed them by RCW 41.56.080 pertaining to grievances.

Representation: In the grievance procedure, the aggrieved individual employee shall have the right, as guaranteed by RCW 41.56.080 to represent themselves or be represented by their Guild representative. In addition, the Guild has the right in its own capacity to act as an aggrieved party in the grievance procedure. Only the Guild, on its own behalf or on behalf of an employee(s), may pursue a grievance to arbitration.

- 14.3 Grievance Procedure.

- 14.3.1 Informal Resolution. An employee or Guild representative who believes the terms and conditions of this Agreement have been violated shall first discuss the matter with the person who took the action giving rise to the belief and attempt to reach an informal resolution of the matter.

Step 1. Regardless of the status of any informal discussions to resolve the grievance, within twenty-one (21) calendar days of the date upon which the employee, by due diligence, could reasonably have been expected to know of the events giving rise to the grievance (but in no event more than (60)

sixty calendar days from the event), the aggrieved employee and/or Guild representative will submit the grievance in writing to the Chief or designee. The written grievance will include a review of the facts, including the specific section(s) violated, the names of all known witnesses, and the remedy requested. The Fire Chief or designee shall submit a written decision to the grievance within twenty-one (21) calendar days from their receipt of the grievance.

Step 2. Provided the grievance is not settled satisfactorily in Step 1, the employee and/or the Guild representative shall submit the grievance within fourteen (14) calendar days to the Fire Chief or designee. The Fire Chief or designee will submit a decision in writing within fourteen (14) calendar days.

Step 3. Provided the grievance is not settled satisfactorily in Step 2, the employee and/or the Guild representative shall submit the grievance within fourteen (14) calendar days to the City Manager or designee. The City Manager or designee will submit a decision in writing within fourteen (14) calendar days.

14.3.2 If the grievance is not settled satisfactorily, the Guild may pursue the matter to arbitration by giving written notice to the City Manager or designee within fourteen (14) calendar days.

14.4 Arbitration Procedure.

14.4.1 The parties may mutually agree upon an arbitrator. In the event that no such agreement is reached within seven (7) calendar days of the Guild's arbitration notice, the Guild will request a list of seven (7) arbitrators from Washington and/or Oregon provided by the American Arbitration Association or from any other mutually agreed source. Within fourteen (14) calendar days following the receipt of the list of eligible arbitrators, the parties' representatives shall meet or confer to select an arbitrator. The parties shall each strike three (3) arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the first strike shall be the loser of a flip of a coin.

14.4.2 The arbitrator shall promptly establish a date, time and place for a hearing and shall provide reasonable notice thereof to the parties to the dispute. A hearing, which shall be informal, shall be held, and each party shall have the opportunity to present evidence and make argument. The rules of evidence prevailing in a judicial

proceeding may be considered, but are not binding, and any oral testimony or documentary evidence or other data deemed relevant by the arbitrator may be received in evidence.

14.4.3 The arbitrator shall make a written finding of fact and a written determination of the issues in dispute, based on the evidence presented. A copy thereof shall be served on each of the parties to the dispute. The decision of the arbitrator shall be final and binding upon both parties, subject to review by the Superior Court upon application of either party only upon an assertion that the decision was arbitrary or capricious, or exceeded the arbitrator's authority.

14.4.4 The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify the terms of this Agreement.

14.4.5 Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance shall be resolved in a proceeding separate from and prior to arbitration on the merits of the grievance. Within fourteen (14) calendar days following receipt of an arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties will begin the process described in Section 17.4.1 to select an arbitrator to rule on the merits of the grievance.

14.4.6 The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator, if prepared, shall be shared equally between the Guild and the Employer. Each party shall be responsible for all expenses of presenting its own case, for compensating its own lawyers, representatives and witnesses, and for purchasing its own copy of any written transcript.

14.5 Time Limits. All time limits in this Article may be extended by mutual written agreement. Should the grievant or Guild fail to comply with any of the stated time limits, unless mutually agreed to extend, in writing, such grievance shall be deemed abandoned. Should the Employer fail to comply with any of the stated time limits, the grievance will be automatically advanced to the next step.

Article 15 Employee Discipline/Termination

15.1 The employer may, in good faith or for cause, take disciplinary action by written reprimand, suspension, demotion or discharge. The employee shall be provided a letter setting forth the reason(s) for such action at the time such action is taken or shortly thereafter. Employees shall be given the opportunity to read and answer all disciplinary letters or performance

evaluations before placement of such material into their personnel file and will be requested to sign such letters. Signature thereon shall not be construed as admission of guilt or concurrence with the reprimand, but rather an indication that they have seen and comprehend the gravity of the disciplinary action. A copy of the letter will be provided to the Guild upon authorization by the employee.

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

Article 16 Layoff and Reinstatement

16.1 Layoff Procedure

Layoffs or reductions-in-full time equivalent (FTE) positions may be undertaken by the City due to budgetary reductions, organizational restructuring, lack of work, reduction or elimination of funds, material change in duties or organization, reduction in force or workload, or in the interests of economy or efficiency.

After the City has identified the job classification being reduced, layoffs and reduction-in-force will be made in the following order:

- i. Temporary employees
- ii. Newly hired probationary employees
- iii. Promotional probationary employees
- iv. Regular employees

The order in which employees will be laid off shall be determined based on seniority as defined in 16.2 of this Article.

16.2 Seniority

Seniority for the purposes of layoff, reduction, reinstatement, and bumping shall be based upon bargaining unit seniority for all members covered under this Agreement. Bargaining unit seniority shall be determined by the ranking outlined in the Vancouver Fire Department Fire Marshal's Office seniority list as published through Civil Service.

16.3 Notice to Guild

Representatives of the City shall notify the Guild within fourteen (14) calendar days after the City has officially determined that a layoff or reduction-in-FTE will affect any of the Guild members. After such notification, the City agrees to meet with the Guild, if requested, and to inform the Guild of the details of the layoff and provide a current seniority list as well as any other relevant information. This meeting shall occur prior to notifying the employee(s) selected for reduction or elimination.

- 16.4 Notice to Employees
Each employee to be laid off or to have an FTE reduction shall be given at least thirty (30) calendar days' notice of layoff, with a copy to the Guild. Employees who remain may be assigned the additional duties of those lower classified positions that were laid off or reduced.
- 16.5 Bumping
When an Employee is identified for a layoff or reduction-in-force, they shall be permitted to bump into a job or classification which they currently hold or have previously held, provided that the employee meets the minimum qualifications for the job. At the time of bumping the employee must have the training and certifications necessary to fulfill the duties and functions of the positions. In doing so, they may "bump" the least senior employee in that job or classification within the bargaining unit. Bumping may only occur within the same bargaining unit.
- 16.6 Once the City has notified the affected employee of layoff and there is an available vacant position or a position for the employee to bump into, they must notify Human Resources in writing of their intent to accept a vacant position or exercise bumping rights within fourteen (14) calendar days of the initial layoff notice. If notification is not received within the allotted time, rights to vacant positions or to bump shall be waived by the Employee. The Employee will subsequently be placed on the reinstatement list.
- 16.7 An Employee who bumped into a new position as an alternative to layoff and who fails to perform the functions of the new position during probation will be placed on the reinstatement list. Such employees will only be eligible for reinstatement to the position from which they were originally laid off. Failure to pass probation for reasons other than performing the functions of the new position will result in termination in accordance with Article 15.
- 16.8 Reinstatement
Employees who have been laid off are eligible for recall for a period of twenty-four (24) months following the date of layoff or reduction in FTE. The names of persons laid off will be placed on one reinstatement list. When a vacancy occurs in the same job classification for which there exists a reinstatement list, the City will fill the vacancy using that list with the understanding that employees must meet the required minimum qualifications and requisite background and medical screening for the position to which they would be reinstated. If there is more than one employee on the reinstatement list eligible for a vacancy in a particular job class, the City will use seniority as defined in Article 16.2 to determine who shall be offered reinstatement. Reinstatement notices will be sent by

certified mail to the last address reflected in the employee's official personnel file.

- 16.9 Once an employee on the reinstatement list is offered reinstatement, the employee must respond within fourteen (14) calendar days of the date of the notice, unless extended by mutual consent. The employee shall be responsible for notifying the Human Resources Department of any change in their address or telephone number, while on layoff status.

Benefit accrual and service credit will be discontinued while in a layoff status of thirty (30) or more days.

Article 17 Cross Jurisdictional Agreement

- 17.1 IAFF Local 452 Suppression uniformed members may perform FMO work while on light duty at the direction of the Deputy Fire Chief(s).
- A. Provisions in Article 13 (employee insurance) were changed with the 2014-2016 contract to mirror the employee insurance (article 22) in the 2014-2016 Local 452 Fire Suppression contract in consideration of the ability for Suppression personnel to perform cross-jurisdictional fire inspections while on light duty. In the 2017-2019 452 FMO contract, 20.1 was changed to reference "FMO work" vs. 'fire inspections'.

Article 18 Conflict of Contract and City Employment Policies

- 18.1 It is agreed that the intention of the parties to this agreement is that this agreement and all working agreements shall be consistent with the City Employment policies and that where it is found that the provisions of such an agreement are in conflict with the City Employment policies that the language of the agreement shall control.
- 18.2 Employees represented by this contract will be under the City's Employment Policy Manual. It is the intent that departmental rules shall be superseded by the City's Employment Policy Manual. If a situation occurs in which there is a difference between City rules/policies, and those of the department, Human Resources will meet with the Guild and the affected department to reach a mutually agreeable solution.

Article 19 Separability Clause

- 19.1 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 excised portions shall remain in full force and effect.

Article 20 Past Practice Clause

- 20.1 This Agreement constitutes the entire agreement between the parties, and it supersedes any prior written or oral agreements between the parties. Any past practice whether written or oral, is null and void, unless specifically preserved in this Agreement.

Article 21 Bargaining of Mandatory Subjects

- 21.1 Except as permitted in this Agreement or by applicable law, the City will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The City will notify the Guild of the proposed changes and the Guild may request discussions about and/or negotiations on the impact of these changes on employee's working conditions. In the event the Guild does not request discussions and/or negotiations within fourteen (14) calendar days, the City may implement the changes without further discussions and/or negotiations; provided that the Guild may request an extension of the timeline in this section which will not be unreasonably denied. There may be emergency or mandated conditions that are outside of the City's control requiring immediate implementation, in which case the City will notify the Guild as soon as possible.

Article 22 Appendices and Amendments

- 22.1 All appendices, amendments shall be lettered, dated and signed by the responsible parties and shall be subject to all provisions of this agreement.
- A. The parties agree that this Agreement may be amended in writing as agreed to by both parties without action of their respective legislative bodies, unless otherwise specified herein, including, but not limited to, amendment by Memorandum of Understanding or Memorandum of Agreement.

Article 23 Termination and Renewal

- 23.1 This agreement is upon ratification by both parties and shall remain in full force and effect through December 31, 2022.

Dated this _____ day of _____, 2020.

For the Employer

Eric J. Holmes, City Manager

Joseph Molina, Fire Chief

Lisa Takach, Human Resources Director

For the Guild

Cale Baker, President

Vice President

Secretary

Approved as to form:

Jonathan Young

Attest:

Natasha Ramras, City Clerk

Appendix A

Rates of Pay

2020

SALARY SCHEDULE - January 1, 2020 through December 31, 2020										
JOB CLASS TITLE	RANGE NUMBER	TYPE RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
RESOURCE SERVICE TECHNICIAN	40	MO.	3,890	4,016	4,146	4,281	4,419	4,562	4,710	4,863
		YR.	46,680	48,192	49,752	51,372	53,028	54,744	56,520	58,356
		HR.	22.4423	23.1692	23.9192	24.6981	25.4942	26.3192	27.1731	28.0558
FIRE CODE OFFICER	42	MO.	4,770	4,937	5,110	5,289	5,474	5,666	5,864	6,099
		YR.	57,240	59,244	61,320	63,468	65,688	67,992	70,368	73,188
		HR.	27.5192	28.4827	29.4808	30.5135	31.5808	32.6885	33.8308	35.1865
DEPUTY FIRE MARSHAL 1	43	MO.	5,598	5,794	5,998	6,208	6,424	6,649	6,882	7,157
		YR.	67,176	69,528	71,976	74,496	77,088	79,788	82,584	85,884
		HR.	32.2962	33.4269	34.6038	35.8154	37.0615	38.3596	39.7038	41.2904
DEPUTY FIRE MARSHAL 2	47	MO.	6,178	6,394	6,618	6,849	7,090	7,337	7,594	7,898
		YR.	74,136	76,728	79,416	82,188	85,080	88,044	91,128	94,776
		HR.	35.6423	36.8885	38.1808	39.5135	40.9038	42.3288	43.8115	45.5654
LEAD DEPUTY FIRE MARSHAL	48	MO.	6,486	6,714	6,948	7,193	7,443	7,703	7,973	8,292
		YR.	77,832	80,568	83,376	86,316	89,316	92,436	95,676	99,504
		HR.	37.4192	38.7346	40.0846	41.4981	42.9404	44.4404	45.9981	47.8385

2021

SALARY SCHEDULE - January 1, 2021 through December 31, 2021										
JOB CLASS TITLE	RANGE NUMBER	TYPE RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
RESOURCE SERVICE TECHNICIAN	40	MO.	3,968	4,096	4,229	4,367	4,507	4,653	4,804	4,960
		YR.	47,616	49,152	50,748	52,404	54,084	55,836	57,648	59,520
		HR.	22.8923	23.6308	24.3981	25.1942	26.0019	26.8442	27.7154	28.6154
FIRE CODE OFFICER	42	MO.	4,865	5,036	5,212	5,395	5,583	5,779	5,981	6,221
		YR.	58,380	60,432	62,544	64,740	66,996	69,348	71,772	74,652
		HR.	28.0673	29.0538	30.0692	31.1250	32.2096	33.3404	34.5058	35.8904
DEPUTY FIRE MARSHAL 1	43	MO.	5,710	5,910	6,118	6,332	6,552	6,782	7,020	7,300
		YR.	68,520	70,920	73,416	75,984	78,624	81,384	84,240	87,600
		HR.	32.9423	34.0962	35.2962	36.5308	37.8000	39.1269	40.5000	42.1154
DEPUTY FIRE MARSHAL 2	47	MO.	6,302	6,522	6,750	6,986	7,232	7,484	7,746	8,056
		YR.	75,624	78,264	81,000	83,832	86,784	89,808	92,952	96,672
		HR.	36.3577	37.6269	38.9423	40.3038	41.7231	43.1769	44.6885	46.4769
LEAD DEPUTY FIRE MARSHAL	48	MO.	6,616	6,848	7,087	7,337	7,592	7,857	8,132	8,458
		YR.	79,392	82,176	85,044	88,044	91,104	94,284	97,584	101,496
		HR.	38.1692	39.5077	40.8865	42.3288	43.8000	45.3288	46.9154	48.7962

2022

SALARY SCHEDULE - January 1, 2022 through December 31, 2022										
JOB CLASS TITLE	RANGE NUMBER	TYPE RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
RESOURCE SERVICE TECHNICIAN	40	MO.	4,047	4,178	4,314	4,454	4,597	4,746	4,900	5,059
		YR.	48,564	50,136	51,768	53,448	55,164	56,952	58,800	60,708
		HR.	23.3481	24.1038	24.8885	25.6962	26.5212	27.3808	28.2692	29.1865
FIRE CODE OFFICER	42	MO.	4,962	5,137	5,316	5,503	5,695	5,895	6,101	6,345
		YR.	59,544	61,644	63,792	66,036	68,340	70,740	73,212	76,140
		HR.	28.6269	29.6365	30.6692	31.7481	32.8558	34.0096	35.1981	36.6058
DEPUTY FIRE MARSHAL 1	43	MO.	5,824	6,028	6,240	6,459	6,683	6,918	7,160	7,446
		YR.	69,888	72,336	74,880	77,508	80,196	83,016	85,920	89,352
		HR.	33.6000	34.7769	36.0000	37.2635	38.5558	39.9115	41.3077	42.9577
DEPUTY FIRE MARSHAL 2	47	MO.	6,428	6,652	6,885	7,126	7,377	7,634	7,901	8,217
		YR.	77,136	79,824	82,620	85,512	88,524	91,608	94,812	98,604
		HR.	37.0846	38.3769	39.7212	41.1115	42.5596	44.0423	45.5827	47.4058
LEAD DEPUTY FIRE MARSHAL	48	MO.	6,748	6,985	7,229	7,484	7,744	8,014	8,295	8,627
		YR.	80,976	83,820	86,748	89,808	92,928	96,168	99,540	103,524
		HR.	38.9308	40.2981	41.7058	43.1769	44.6769	46.2346	47.8558	49.7712

Appendix B

Employee Personal Time Off (PTO) Accrual Schedule

EMPLOYEE PAID TIME OFF (PTO) ACCRUAL SCHEDULE						
During Year of Service	Hours Per Month	Days Per Year	Maximum Payout at Separation Hours / Days		Maximum Accumulation Hours/Days	
1-2	15	22.5	360	45	528	66
3-5	18.34	27.5	440	55	608	76
6-10	20.34	30.5	488	61	656	82
11-15	22.34	33.5	536	67	704	88
16-20	24.34	36.5	584	73	752	94
21+	26.34	39.5	632	79	800	100

Appendix C

Temporary or Seasonal Workers

“Temporary or seasonal worker” for purposes of this contract shall mean one who is hired to work not more than 1,040 hours in any one specific classification in one specific department in any twelve (12) consecutive month period. Exceptions to this policy shall be mutually agreed upon by the Employer and the Guild. The Employer will not rotate temporaries through the same position.

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

The Employer will make all records of temporary or seasonal workers, the date they started, and total hours worked, available to the Guild upon request.

Appendix D

Use of Fire Corps Volunteers

Any training and/or education materials utilized in the Fire Corps Volunteer program shall be pre-approved by the Fire Marshal. Fire Corps Volunteer training, special events and/or other public outreach activities and public education curriculum, shall be under the direct supervision of a Vancouver Fire Department Guild member. Other Fire Corps Volunteer supervisory arrangements may be determined upon mutual agreement between the Guild and the employer.

Any proposals for new activities will be collaboratively discussed between the City and the Guild.