

AGREEMENT

By and Between

the City of Vancouver

and

IAFF Local 452 - Fire Marshal's Office

January 1, 2017 - December 31, 2019

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IAFF LOCAL 452 - FIRE MARSHAL'S OFFICE AGREEMENT

The City of Vancouver and the Union, IAFF Local 452, recognize that the public interest requires the efficient and uninterrupted performance of Fire Department services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to that objective. This agreement is an attempt to put in writing wages, hours, and other conditions of employment.

The City of Vancouver and the Union agree that the provisions of this agreement shall be applied equally to all employees covered hereby without regard to age, sex, race, creed, religion, color, national origin, marital status, pregnancy, veteran status, the presence of any physical, mental or sensory disability, or perceived or actual sexual orientation, 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 or necessary to prevent a direct threat to health and safety.

1. Union Representation

- 1.1 The employer recognizes the union (Local 452) as the exclusive bargaining agent for the deputy fire marshal 1 and 2, lead deputy fire marshal, fire plans examiner, resource service technician, and fire code officer classifications.
- 1.2 The employer and the union agree that questions of union representation that may arise shall be resolved in accord with rules of the Washington State Public Employment Relations Commission (PERC) and in accord with local, state or national statutes and rules.

2. Rights of Management

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

such rules, policies, and procedures as the employer, from time to time, may implement. The employer agrees that the union will have an opportunity prior to implementation to provide comments and suggestions concerning the new departmental rules and regulations.

3. Union Security

- 3.1 All employees who are covered by this agreement shall be members of the union or pay their fair share of the costs of negotiating and administering the contract and other permissible fair share assessments to the union. Religious exemptions shall be handled per state law. The employer will deduct such dues/fees from the wages of these employees and forward them to the union each month.
- 3.2 The fire department shall establish a seniority list of all employees covered by this agreement and it shall be kept up-to-date on an electronic bulletin board. Upon request a copy of the seniority list shall be provided to the union president or his/her designee. Any objections to the seniority list, as posted, shall be reported to the fire chief or his/her designee and corrected by him/her if found to be in error.
- 3.3 The Union shall indemnify and hold harmless the employer against any and all claims, suits, judgments or liability arising from this Article for actions taken by the City in good faith.

4. Union Representatives and Union Activities

- 4.1 The union shall inform the employer in writing of the names of its officers who are accredited to represent it, which information shall be kept up-to-date at all times. Only persons so designated will be accepted by the employer as representatives of the union.
- 4.2 Union activities shall not interfere with the day-to-day activities of the fire department. The City does not condone but will allow de minimis use of City owned resources in the performance of union activity.
- 4.3 New employees will be given an orientation class during the first month of employment, not to exceed two hours in duration, regarding the bargaining agreement and union membership. Such orientation will be given by an accredited officer of the union.
- 4.4 Employees who are union officials or designated representatives

shall be granted time off without suffering a loss of pay for investigating grievances and other union business as approved by the chief of the department or his/her designee.

- 4.5 The bargaining unit shall be granted time off with pay for conducting union business provided that the total schedule time off for such representatives shall not exceed forty (40) hours per year. Union leave shall utilize the same request and approval process as other forms of scheduled leave.

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 sixty (60) hours.

5. Work Week, Hours of Work, Shifts

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

6. Strikes, Work Stoppages and Work Slowdowns

- 6.1 The employer and the union signatory to this agreement agree that the public interest requires the efficient and uninterrupted performance of all city services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, the union and/or the employees covered by this agreement shall not cause or engage in any work stoppage, strikes, slowdown or other interference with employer functions, nor shall the city institute a lockout.
- 6.2 In the event that a strike, boycott, slowdown, mass sick call, work stoppage or other interruption of work occurs during the life of this

agreement, the employer shall notify the union of the existence of such activity and request information from the union as to whether or not the activity has been authorized. The union, after immediately responding to the employer's request, will then proceed to make every reasonable effort to terminate the work interruption activity and induce the employees concerned to return to work so that service to the citizens of the city of Vancouver will not be affected. Employees shall not earn any benefits or wages whatsoever while they are engaged in such actions. In addition, employees who engage in or encourage such actions shall be subject to discipline and discharge.

7. Medical Examinations

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

7.2 If an employee is required by the employer to have an examination under this article:

- A. Such examination shall be at the employer's expense.
- B. Actual time spent, including travel time, as authorized by the employer, shall be considered work time and paid at time and one-half times the employee's base rate of pay if the examination is on a day which would otherwise have been a day off.

7.3 Wellness Physicals

- A. Participation in the annual wellness physicals as mutually set

up by the Union and the City will be mandatory for the classifications of Deputy Fire Marshals I and II and Lead Deputy Fire Marshal.

B. The City will contribute up to \$370 per authorized FTE as identified in 7.3(A) above (on January 1 of each year) to the Trust on an annual basis for wellness physicals.

1. The Local agrees to collaborate with the City in directing each employee, as identified in 7.3(A) above, to have their annual hearing exam at the same time as their annual wellness physical; however, the City will pay for the hearing exam separately and independent of the annual contribution per authorized FTE.

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 Physicals 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.

8. Rates of Pay

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

8.1.1 Pay Periods

The pay periods and pay dates will be as follows:

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

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 Newly Hired or Rehired Employees

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

8.2.2 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 step 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 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 for the new classification.

8.2.3 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.

8.2.4 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.

- 8.3 The hourly rate for a full time employee will be his/her monthly base rate multiplied by twelve (12) months and divided by 2,080 hours. This rate multiplied by eight (8) hours (or ten (10) hours, if applicable) 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.

8.4 **Overtime Compensation**

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

- A. Overtime compensation will start anytime an employee is required to work beyond the end of his/her shift and will be compensated to the nearest quarter hour, at the following rates:
- i. Time and one-half (1 ½) for all hours except as outlined below:
 - a. Double time for all hours between 10:00 p.m. and 6:00 a.m.
- B. Any employee working on his normal day of rest shall be compensated at his/her base rate plus one-half of his/her base rate or time and one-half.
- C. In the event an employee is required to come in to attend a night functionsuch time will be for a minimum of two hours. If the function is less than the two hour minimum the employee may either request compensation for time attended or work up to the minimum two hours.
- D. An employee completing his/her full regular shift, who is authorized to work through his/her lunch period, will be paid time and one-half for the lunch period.

8.5 Working Out-of-Class

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

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

8.6 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.

8.7 On Call Status

- A. On-call employees shall wear an 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.

9. Leave Benefits

9.1 Personal Time Off (PTO)

Employees shall accrue PTO in accordance with the schedule in Appendix B.

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 is 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 all earned and accrued PTO hours at the employee's current rate of pay when he/she terminates employment.

Prior approval by the supervisor is required for any PTO requests. Normally at least five working days advance notice of the absence will be required unless mutually agreed upon shorter notice is provided. PTO scheduling shall be in accordance with departmental practice. Approval for time off requests during the fireworks season (typically, but not limited to June 28 to July 5) will take into account the business necessity of inspections and/or enforcement (subject to full staffing level).

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

10. Military Leave

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

11. Light Duty and Other Leaves

11.1 Light Duty

The City will provide one light duty position in accordance with City Policy.

11.2 Bereavement Leave

A maximum of forty (40) hours bereavement leave shall be allowed when there is a death in an employee's immediate family.

"Immediate Family" is defined as spouse, domestic partner, child,

mother, father, brother, sister 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 duration defined in 11.2 may be charged to an employee's PTO account, if applicable under FMLA or as required by law, with the approval of the Fire Chief or his/her designee.

11.4 **FMLA**

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

12. Holidays

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

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

- 12.2 Any of the above holidays which may fall on a calendar Saturday shall be celebrated on the previous Friday; any of the above holidays which fall on a calendar Sunday shall be celebrated on the following Monday.
- 12.3 Any employee who is on medically authorized leave when a holiday occurs will receive eight hours pay for that holiday and will not have his PTO leave accrual charged.
- 12.4 Any employee who is required to work on one of the actual holidays as specified in 12.1 shall be paid time and on-half (1 ½) his/her base rate for the hours worked plus pay for the holiday.

13. Employee Insurance

13.1 Life Insurance

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

13.2 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. Trust Contributions

- i. Beginning January 1, 2017, the City contribution per employee per month will be \$1870.72.

Beginning January 1, 2018, the City's contribution will increase by 5% of the 2017 contribution.

Beginning January 1, 2019, the City's contribution will increase by 5% of the 2018 contribution.

- ii. All Trust Contributions must be made to the Trust by the 10th day of the month. Trust Contributions will be made for each employee that is on the payroll as of the first of that month. Upon request of the Trust, the City agrees to facilitate an electronic or wire transfer of these funds to the Trust to expedite their delivery to

the Trust.

- iii. If the City is delinquent in submitting contributions to the Trust, the City shall pay the Trust interest at a rate of 12% (twelve percent) per annum.
- iv. 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.
- v. The Trust will be responsible for all COBRA coverage (pursuant to federal requirements.)
- vi. 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.

B. Legal

- i. 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)).

- ii. The Trust will comply with all applicable state and federal laws. Without limiting the foregoing, this includes the Washington State Privacy Act, HIPPA, COBRA, and PPACA.
- iii. 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 relating 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.

- iv. 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.

13.3 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.

13.4 Long-Term Disability Insurance

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

13.5 Medical Expense Reimbursement Plan (MERP)

13.5.1 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 tax withholding liabilities and tax penalties or any other monetary impacts.
- B. 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.

13.5.2 Deductions

- A. The City shall take a pre-tax deduction of \$75.00 from the normal salary of each eligible employee. The Union has the right to notify the City of changes (increases or decreases) to the monthly deduction. The Union shall document such changes in writing to Human Resources no later than the 25th of the month prior to the desired date of change. The parties agree that no additional MOUs will be needed to make changes to the monthly amount.
 - 1. The deduction will be taken on the 25th of the month paycheck.
 - 2. Deductions shall be made on a pre-tax basis.
 - 3. These contributions shall be considered as base salary for purposes of calculating retirement benefits.

14. Retirement Plan

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

15. Clothing

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

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

16. Identification of Jobs

- 16.1 "Job" shall be defined as the employee's job title, job number and range assigned by the employer.
- 16.2 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.

17. Grievance Procedure

- 17.1 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.

17.2 Procedure

- A. If a grievance is to be advanced under this procedure, it shall be presented by the grievant(s) to the Fire Chief or his/her designee within twenty-one (21) days from the date of the alleged breach or violation of this agreement. The

grievance shall be reduced to written form by the grievant(s) and shall:

- (1) Fully describe the grievance and how the grievant(s) was/were affected.
- (2) Set forth the section(s) of the agreement allegedly violated and state the specific nature of the violation.
- (3) Indicate the date(s) of the incident(s) grieved.
- (4) Specify the remedy or solution to the grievance sought by the grievant(s).
- (5) Identify the grievant(s) and be signed by the grievant(s).
- (6) Specify whether the grievance procedure should begin at step 1 or step 2.

The grievant(s) may be accompanied by the union representative in presenting the written grievance to the Fire Chief or his/her designee.

Step 1: The parties will use an interest based problem solving process to resolve the issues identified in the grievance. The process will include all individuals necessary and with authority to reach a resolution. Any resolution of the grievance will be in writing and signed by the parties. If the grievance is not resolved in 21 days, the grievance shall automatically advance to step 2.

Step 2: The fire chief or his/her designee shall conduct a meeting with the grievant(s) and the union representative. The chief or his/her designee shall make a decision on the matter, in writing, within twenty-one (21) days of receipt of the grievance. Copies of the decision shall be mailed or hand delivered to the grievant(s), the union, and the city manager.

Step 3: If the grievance remains unresolved after the decision has been rendered by the fire chief or his/her designee, the grievant(s) shall, by letter, deliver the grievance to the city manager or his/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/her decision within fourteen (14) days of such hearing, with copies to the grievant(s), the union, and the fire chief or his/her designee.

- B. If the grievance is not settled in Step 3, the union may request arbitration of the grievance within twenty-one (21) days after receipt of the decision of the city manager, or his/her designate, as hereinafter provided.

The parties shall mutually select a disinterested third party to serve as arbitrator. In the event the employer and the union are unable to agree on an arbitrator, an arbitrator shall be requested from the Public Employment Relations Commission (PERC) (selected from WA or OR). The request to PERC shall state the general nature of the issue and ask that the nominee be qualified to handle the type of issue involved.

The arbitrator shall render a decision as promptly as possible. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the employer and/or the union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of this agreement. A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties. The expenses and fees incumbent to the services of the arbitrator shall be split equally between the parties. Each party is responsible for their own costs including attorney and witness fees.

- 17.3 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 a given step for a stated period of time. Failure by the employer to reply in a timely manner constitutes a denial of the grievance, unless both parties have agreed to an extension of the time line.

18. Employee Discipline/Termination

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

such material into their personal file and will be requested to sign such letters. Signature thereon shall not be construed as admission of guilt or concurrence with the reprimand, but rather an indication that he/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.

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

19. Lay off and Reinstatement

- 19.1 In the event of layoff, management will notify the union as to which classification(s) are scheduled to be laid off. The classifications covered are; deputy fire marshal 1 and 2; fire plans examiner, lead deputy fire marshal; fire code officer; and resource service technician:

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

1. Temporary Employees
 2. Probationary Employees
 3. Fire Code Officers.
 4. Regular employees in the order of their seniority, the one with the least Vancouver Fire Department seniority in that specific classification being laid off first.
- 19.2 Reduction instead of layoff for each classification shall be in the order of their seniority, the one with the least Vancouver fire department seniority in that specific classification being reduced first.
- A. In the event the revenues from the new construction permitting can no longer support the cost allocation plan of the position, the Fire Plans Examiner will be laid off in accordance with Article 19.1
- 19.3 Employees laid off or voluntary demoted in lieu of layoff shall be placed on a reinstatement list for the classification from which the layoff took place.
- 19.4 Reinstatement lists shall be valid indefinitely. Members who voluntarily demote in lieu of layoff shall remain on the reinstatement list indefinitely. Members who are laid off shall remain on the reinstatement list for a maximum of twenty four (24) months. Laid

off employees who are offered reinstatement will receive a conditional offer of reinstatement. The offer will be conditioned on successful completion of the following:

- A. A background investigation. The investigation will be limited to the period of time between the date of layoff and date of proposed reinstatement.
 - B. A medical evaluation.
- 19.5 An individual will lose rights to reinstatement and/or be removed from the reinstatement list if he/she commits an act that would be cause for termination.
- 19.6 Appointments from the reinstatement list shall be made in the order of length of service. The employee on the reinstatement list who as the most Vancouver Fire Department service credit shall be first reinstated.

20. Cross Jurisdictional Agreement

- 20.1 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".

21. Conflict of Contract and Ordinance

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

22. 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.

23. Non-Reduction of Wages and Working Conditions

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

24. Appendices and Amendments

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

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.

25. Successor Clause

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

26. Termination and Renewal

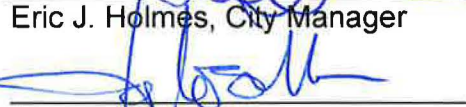
26.1 This agreement is upon ratification by both parties and shall remain in full force and effect through December 31, 2019, and shall be automatically renewed thereafter upon each anniversary of said date unless written notice to the contrary is given by either party as set forth in 26.2, below.

26.2 The parties agree that they would like to have continuous coverage of contract provisions and want to have ample time for successor negotiations. Therefore, either party may serve notice to the other party, no later than June 1st of the final year of the agreement, of their intent to reopen the contract for successor negotiations.

Dated this 11 day of December, 2017.

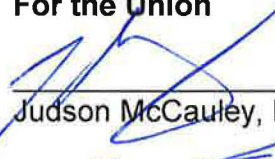
For the Employer


Eric J. Holmes, City Manager


Joseph Molina, Fire Chief


Julie G. Hannon, Interim HR Director

For the Union

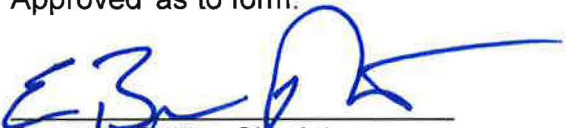

Judson McCauley, President


Greg Straub, Vice President



Kevin Hart, Secretary


Alicia Perry, Shop Steward

Approved as to form:


Bronson Potter, City Attorney

Attest:


Natasha Ramras, City Clerk

Appendix A Rates of Pay

January 1, 2017 through December 31, 2017

Salary Schedule adjusted by 4% effective January 1, 2017

JOB CLASS TITLE	TYPE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
RESOURCE SERVICE TECHNICIAN	MO.	\$ 3,595	\$ 3,712	\$ 3,832	\$ 3,956	\$ 4,084	\$ 4,217	\$ 4,353	\$ 4,494
	YR.	\$ 43,140	\$ 44,544	\$ 45,984	\$ 47,472	\$ 49,008	\$ 50,604	\$ 52,236	\$ 53,928
	HR.	\$ 20.7404	\$ 21.4154	\$ 22.1077	\$ 22.8231	\$ 23.5615	\$ 24.3288	\$ 25.1135	\$ 25.9269
FIRE CODE OFFICER	MO.	\$ 4,409	\$ 4,563	\$ 4,723	\$ 4,888	\$ 5,059	\$ 5,236	\$ 5,419	\$ 5,636
	YR.	\$ 52,908	\$ 54,756	\$ 56,676	\$ 58,656	\$ 60,708	\$ 62,832	\$ 65,028	\$ 67,632
	HR.	\$ 25.4365	\$ 26.3250	\$ 27.2481	\$ 28.2000	\$ 29.1865	\$ 30.2077	\$ 31.2635	\$ 32.5154
DEPUTY FIRE MARSHAL 1	MO.	\$ 5,174	\$ 5,355	\$ 5,543	\$ 5,737	\$ 5,937	\$ 6,145	\$ 6,360	\$ 6,615
	YR.	\$ 62,088	\$ 64,260	\$ 66,516	\$ 68,844	\$ 71,244	\$ 73,740	\$ 76,320	\$ 79,380
	HR.	\$ 29.8500	\$ 30.8942	\$ 31.9788	\$ 33.0981	\$ 34.2519	\$ 35.4519	\$ 36.6923	\$ 38.1635
DEPUTY FIRE MARSHAL 2	MO.	\$ 5,710	\$ 5,909	\$ 6,116	\$ 6,330	\$ 6,552	\$ 6,781	\$ 7,019	\$ 7,299
FIRE PLANS EXAMINER	YR.	\$ 68,520	\$ 70,908	\$ 73,392	\$ 75,960	\$ 78,624	\$ 81,372	\$ 84,228	\$ 87,588
	HR.	\$ 32.9423	\$ 34.0904	\$ 35.2846	\$ 36.5192	\$ 37.8000	\$ 39.1212	\$ 40.4942	\$ 42.1096
LEAD DEPUTY FIRE MARSHAL	MO.	\$ 5,995	\$ 6,205	\$ 6,422	\$ 6,647	\$ 6,879	\$ 7,120	\$ 7,369	\$ 7,664
	YR.	\$ 71,940	\$ 74,460	\$ 77,064	\$ 79,764	\$ 82,548	\$ 85,440	\$ 88,428	\$ 91,968
	HR.	\$ 34.5865	\$ 35.7981	\$ 37.0500	\$ 38.3481	\$ 39.6865	\$ 41.0769	\$ 42.5135	\$ 44.2154

January 1, 2018 through December 31, 2018

Salary Schedule adjusted by 2% effective January 1, 2018

JOB CLASS TITLE	TYPE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
RESOURCE SERVICE TECHNICIAN	MO.	\$ 3,667	\$ 3,786	\$ 3,909	\$ 4,035	\$ 4,166	\$ 4,301	\$ 4,440	\$ 4,584
	YR.	\$ 44,004	\$ 45,432	\$ 46,908	\$ 48,420	\$ 49,992	\$ 51,612	\$ 53,280	\$ 55,008
	HR.	\$ 21.1558	\$ 21.8423	\$ 22.5519	\$ 23.2788	\$ 24.0346	\$ 24.8135	\$ 25.6154	\$ 26.4462
FIRE CODE OFFICER	MO.	\$ 4,497	\$ 4,654	\$ 4,817	\$ 4,986	\$ 5,160	\$ 5,341	\$ 5,527	\$ 5,749
	YR.	\$ 53,964	\$ 55,848	\$ 57,804	\$ 59,832	\$ 61,920	\$ 64,092	\$ 66,324	\$ 68,988
	HR.	\$ 25.9442	\$ 26.8500	\$ 27.7904	\$ 28.7654	\$ 29.7692	\$ 30.8135	\$ 31.8865	\$ 33.1673
DEPUTY FIRE MARSHAL 1	MO.	\$ 5,277	\$ 5,462	\$ 5,654	\$ 5,852	\$ 6,056	\$ 6,268	\$ 6,487	\$ 6,747
	YR.	\$ 63,324	\$ 65,544	\$ 67,848	\$ 70,224	\$ 72,672	\$ 75,216	\$ 77,844	\$ 80,964
	HR.	\$ 30.4442	\$ 31.5115	\$ 32.6192	\$ 33.7615	\$ 34.9385	\$ 36.1615	\$ 37.4250	\$ 38.9250
DEPUTY FIRE MARSHAL 2	MO.	\$ 5,824	\$ 6,027	\$ 6,238	\$ 6,457	\$ 6,683	\$ 6,917	\$ 7,159	\$ 7,445
FIRE PLANS EXAMINER	YR.	\$ 69,888	\$ 72,324	\$ 74,856	\$ 77,484	\$ 80,196	\$ 83,004	\$ 85,908	\$ 89,340
	HR.	\$ 33.6000	\$ 34.7712	\$ 35.9885	\$ 37.2519	\$ 38.5558	\$ 39.9058	\$ 41.3019	\$ 42.9519
LEAD DEPUTY FIRE MARSHAL	MO.	\$ 6,115	\$ 6,329	\$ 6,550	\$ 6,780	\$ 7,017	\$ 7,262	\$ 7,516	\$ 7,817
	YR.	\$ 73,380	\$ 75,948	\$ 78,600	\$ 81,360	\$ 84,204	\$ 87,144	\$ 90,192	\$ 93,804
	HR.	\$ 35.2788	\$ 36.5135	\$ 37.7885	\$ 39.1154	\$ 40.4827	\$ 41.8962	\$ 43.3615	\$ 45.0981

January 1, 2019 through December 31, 2019
Salary Schedule adjusted by 2% effective January 1, 2019

JOB CLASS TITLE	TYPE	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
	RATE	1	2	3	4	5	6	7	8
RESOURCE SERVICE TECHNICIAN	MO.	\$ 3,740	\$ 3,862	\$ 3,987	\$ 4,116	\$ 4,249	\$ 4,387	\$ 4,529	\$ 4,676
	YR.	\$ 44,880	\$ 46,344	\$ 47,844	\$ 49,392	\$ 50,988	\$ 52,644	\$ 54,348	\$ 56,112
	HR.	\$ 21.5769	\$22.2808	\$23.0019	\$23.7462	\$24.5135	\$25.3096	\$26.1288	\$26.9769
FIRE CODE OFFICER	MO.	\$ 4,587	\$ 4,747	\$ 4,913	\$ 5,086	\$ 5,263	\$ 5,448	\$ 5,638	\$ 5,864
	YR.	\$ 55,044	\$ 56,964	\$ 58,956	\$ 61,032	\$ 63,156	\$ 65,376	\$ 67,656	\$ 70,368
	HR.	\$ 26.4635	\$27.3865	\$28.3442	\$29.3423	\$30.3635	\$31.4308	\$32.5269	\$33.8308
DEPUTY FIRE MARSHAL 1	MO.	\$ 5,383	\$ 5,571	\$ 5,767	\$ 5,969	\$ 6,177	\$ 6,393	\$ 6,617	\$ 6,882
	YR.	\$ 64,596	\$ 66,852	\$ 69,204	\$ 71,628	\$ 74,124	\$ 76,716	\$ 79,404	\$ 82,584
	HR.	\$ 31.0558	\$32.1404	\$33.2712	\$34.4365	\$35.6365	\$36.8827	\$38.1750	\$39.7038
DEPUTY FIRE MARSHAL 2	MO.	\$ 5,940	\$ 6,148	\$ 6,363	\$ 6,586	\$ 6,817	\$ 7,055	\$ 7,302	\$ 7,594
FIRE PLANS EXAMINER	YR.	\$ 71,280	\$ 73,776	\$ 76,356	\$ 79,032	\$ 81,804	\$ 84,660	\$ 87,624	\$ 91,128
	HR.	\$ 34.2692	\$35.4692	\$36.7096	\$37.9962	\$39.3288	\$40.7019	\$42.1269	\$43.8115
LEAD DEPUTY FIRE MARSHAL	MO.	\$ 6,237	\$ 6,456	\$ 6,681	\$ 6,916	\$ 7,157	\$ 7,407	\$ 7,666	\$ 7,973
	YR.	\$ 74,844	\$ 77,472	\$ 80,172	\$ 82,992	\$ 85,884	\$ 88,884	\$ 91,992	\$ 95,676
	HR.	\$ 35.9827	\$37.2462	\$38.5442	\$39.9000	\$41.2904	\$42.7327	\$44.2269	\$45.9981

Appendix B
Employee Personal Time Off (PTO) Accrual Schedule

Employee PTO Accrual Schedule				
During Year of Service	Hours Per Month	Days Per Year	Maximum Accumulation Hours / Days	
1-2	15.00	22.5	360	45
3-5	18.34	27.5	440	55
6-10	20.34	30.5	488	61
11-15	22.34	33.5	536	67
16-20	24.34	36.5	584	73
21+	26.34	39.5	632	79

Appendix C

Method of Negotiating This Contract

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

The following departments were used as comparables:

Salem, Eugene, Hillsboro, Snohomish County, Bellevue, Pierce County, Clark County, Gresham, TVF&R, and Renton

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

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

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

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

The value of pager pay was calculated separately. Each jurisdiction's pay was converted to a weekly amount then added together and divided by 10 to reach an average.

Appendix D

Use of Temporary Workers

The provisions of Appendix D apply only to temporary and seasonal workers employed by the city for more than 8.6 weeks in a calendar year.

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

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

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

Temporary workers will be compensated at the current DFM1 rate. No other contractual benefits will be provided until after the employee has worked more than 8.6 weeks.

Appendix E Use of Fire Corps Volunteers

Any and all training and/or education utilized in the Fire Corps Volunteer program must be pre-approved by the Fire Marshal ("FM").

Any and all public education curriculum must be developed by Local 452 FMO staff and approved by the Fire Marshal.

Any and all training and/or education provided to the Fire Corps Volunteers must be conducted by Local 452 FMO staff and under FMO staff or Fire Marshal supervision.

Two levels of supervision are identified:

Active supervision: L452 -FMO staff will be on site with the Fire Corps members for large scale events such as Fourth of July, Fire in the Park, CRESA 911. L452 -FMO staff will be on site during events that deploy the fire safety trailer.

Passive supervision: Passive supervision shall only be conducted during normal FMO work week hours as outlined in Article 5 of this agreement between the City and Union. Local 452 - FMO staff will be available by telephone to answer questions or respond to a Fire Corps member's location as needed. This staff member may or may not be in close physical proximity to the Fire Corps location. Local 452 FMO staff will establish the frequency of check-ins. Examples include: Kindergarten puppet theatre and flyer distribution.

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

Activity	Active Supervision	Passive Supervision
Fire in the Park - Safety Trailer	x	
CRESA 911 - Safety Trailer	x	
Fourth of July	x	
Fire Station Open House	x	
Parades	x	
Spring Autism Empowerment	x	
Project Home Safe (Pilot Phase)	x	
Neighborhood Smoke Alarm	x	
Volunteer Appreciation Events	x	
Kindergarten Puppet Theatre		x
Safety Flyer Distribution		x
Fire Corps Recruitment Campaigns		x
Informational Table Staffing		X
Volunteer Team Social Events		X

Appendix F
Vancouver Fire Department Substance Abuse Policy
Reference Material Only

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:

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