

AGREEMENT

By and Between

City of Vancouver

and

Fire Command Officers

IAFF Local 4378

January 1, 2023 – December 31, 2025

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FIRE COMMAND OFFICERS AGREEMENT

The City of Vancouver and the Fire Command Officers IAFF Local 4378 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. For purposes of this agreement, the term "Chief" means the Fire Chief or designee.

1. IAFF Local 4378 Representation

- 1.1 The employer recognizes IAFF Local 4378 as the exclusive bargaining agent for all battalion and division chiefs.
- 1.2 The employer and the Local agree that questions of Local 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.
- 1.3 The Local 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.

2. Nondiscrimination

The employer and the Local agree that they will not discriminate unfairly against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, mental or physical disability which is subject to reasonable accommodation, sexual orientation, or any other criteria established by state or federal statutes, rules or regulations.

3. Rights of Management

The right to manage the municipal corporation is vested exclusively in the employer and such right includes but is not necessarily limited to the right to organize, schedule hours, staff, assign work and direct the work force; to set standards of service to be offered to the public; to introduce any and all new, improved and automatic methods or equipment in order to improve efficiency and to reduce costs, and to assign employees within the bargaining unit in accordance with such improvements and cost reduction methods, provided that safe working conditions are maintained; to take other disciplinary action for reasonable or just cause in accordance with Civil Service rules and regulations; to take action as may be necessary in emergencies (i.e., natural disasters or catastrophes); to require medical and/or psychological examinations to determine fitness for duty; 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 Local will have an opportunity prior to implementation to provide comments and suggestions concerning the new departmental rules and regulations.

4. Work Week, Hours of Work, Shifts

4.1 Battalion Chiefs.

- A. Unless otherwise assigned (see Section 4.1.G.), Battalion Chiefs will work 24-hour shifts on a four-platoon schedule. The hours of duty shall be established by the employer so that the weekly hours of duty shall average 46.27 hours per week on an annual basis.
- B. The shift schedule will be twenty-four (24) hours on, forty-eight (48) hours off, twenty-four (24) hours on, ninety-six (96) hours off. In addition, shift personnel will work an additional two hundred sixteen (216) hours per year (debit hours) to bring the annual average annual hours to two thousand four hundred six hours (2406). The work period will be twenty-four (24) days in length.
- C. Each Battalion Chief will begin each annual staffing cycle with a bank of two hundred sixteen (216) debit hours, and must account for all such hours during the annual staffing cycle. The bank will be reduced on an hour-for-hour basis by hours spent working outside of regularly scheduled shifts either to meet staffing needs, or to complete approved projects, attend meetings, or attend training events. Battalion Chiefs may, at their option, use PTO to eliminate some or all of the debit bank. Battalion Chiefs who have not used all debit hours by the last day of the annual staffing cycle will be debited one (1) hour of accrued PTO for each unused debit hour. Battalion Chiefs who separate from employment during the calendar year and who have not used a prorated portion of their debit hours will have their PTO accounts reduced by the number of hours owed or, in the absence of adequate PTO hours, will have remaining funds withheld from their final paychecks.
- D. When a Battalion chief is to be placed on a temporary 40-hour per week schedule for an administrative assignment, such assignments are to be by mutual agreement between employee and employer.
 - 1. Schedules – The hours of work for 40-hour per week administrative employees shall be assigned in accord with Section 4.2.B.
 - 2. Employees may take paid time off (PTO) while on a 40-hour per week schedule with the approval of their supervisor. This 40-hour per week schedule will not interfere with approved prescheduled PTO.
- E. Employees who are placed on a 40-hour per week administrative

assignment for 30 days or more shall, for purposes of leave balances and accrual, be treated as follows:

As an employee moves between 24-hour shift work and a 40-hour work week, the employee's PTO balance shall be converted to that of a 40-hour per week employee, by multiplying their balance by a factor of .86. The employee will then accrue PTO at the appropriate 40-hour week accrual rate, given their years of service.

Once the administrative assignment ends, the employee's PTO balance shall be converted back to that of a 24-hour shift employee, by multiplying their balance at the end of the administrative assignment by a factor of 1.16. Partial months shall be prorated on a daily basis for purposes of PTO leave accrual.

In the instance where an employee has a grandfathered sick leave bank, and moves from an administrative assignment to a 24-hour shift employee, or vice versa, the employee's sick leave balance shall be converted accordingly. When moving back to a 24-hour shift employee, the balance at the end of the administrative assignment shall be multiplied by a factor of 1.16. When moving to an administrative assignment, the balance shall be multiplied by a factor of .86.

- F. Holidays. 24-hour shift employees working a 40-hour work week on administrative assignment shall be allowed holiday leave as outlined in Article 5.3 during their administrative assignment.
- G. Employees working 24-hour shifts shall be allowed to exchange shifts with each other so long as such exchanges do not interfere with the day-to-day operations of the fire department.

4.2 Division Chiefs.

- A. Work Schedules. The Employer will determine the schedule for Division Chiefs and any changes to the schedule subject to the provisions of this Section.
- B. Each Division Chief will be assigned to one of the following schedules. The starting and ending times and work days will be based on the requirements of the position and operational need, and will be set by mutual agreement of employer and employee. In the absence of mutual agreement to a different option, the Division Chief will be assigned to a 5/8 schedule beginning at 0700. Schedules will include a thirty (30) minute unpaid meal period.
 - 1. 5/8s. Five (5) consecutive eight- (8) hour days on duty, Monday through Friday, followed by two (2) consecutive days off. Hours will be either 0700-1530 or 0800-1630.
 - 2. 4/10s. Four (4) consecutive ten- (10) hour days on duty,

excluding Saturday and Sunday, followed by three (3) consecutive days off. Hours will be either 0600-1630 or 0700-1730.

3. 9/80. A combination of eight (8) nine- (9) hour days (Monday through Friday) and one (1) eight (8) hour day on duty (Monday through Friday), during a two-week period that results in eighty (80) scheduled work hours during a two (2) week period (Monday through Friday).

5. Leave Time

5.1 PTO (Paid Time Off) Leave Accruals

For 24-Hour Shift Employees:

During Year of Service	Paid Shifts off Per Year	Accrual Rate Per Month	Maximum Accumulation
1-5	17 Shifts	34 Hours	1112 Hours
6-10	18	36	1112
11-15	20	40	1112
16-20	21	42	1112
Over 20	24	48	1112

For 40-Hour Work Week Employees:

During Year of Service	Accrual Rate Per Month	Maximum Accumulation
1-5	24.47 Hours	926 Hours
6-10	26.47	926
11-15	28.47	926
16-20	30.47	926
Over 20	33.13	926

PTO hours accrued in a pay period cannot be used in the same pay period in which they are earned, i.e., PTO hours accrued in the 1st through the 15th pay period cannot be used until the 16th of that month and so forth.

A maximum of eight (8) shifts or 131 hours for 40 hour employee - per person are allowed to be sold back per year at regular base rate. Accrued but unused PTO will be cashed out upon separation up to the maximum accumulated hours above.

PTO Availability for New Hires from Outside the City Fire Department

New hires to the City (as opposed to those moving into the bargaining unit from other City positions), will be credited with the equivalent of three

(3) months' PTO accrual, which will be available for immediate use. Hours will be calculated based on the accrual rate assigned to the employee in their offer letter. Additional PTO accrual will not begin until the employee has completed three (3) full months of employment. New hires who separate from employment prior to completing three (3) full months of employment will not be allowed to cash out any unused PTO.

5.2 Members moving from other bargaining units that have vacation/PDO/sick provisions will be transitioned to the PTO plan upon movement into the bargaining unit as follows:

- A. Any PDO balance will be moved into the new PTO bank.
- B. Sick time
 - 1. 40 hours of sick time will be moved into the PTO bank.
 - 2. The employee can choose one of the following for the remainder of their sick bank:
 - a. Grandfather the entire balance for future use; or
 - b. Sell back their balance at a 5:1 ratio at their pay rate in the position prior to moving into the bargaining unit; or
 - c. A combination of (a) and (b).

5.3 Holidays

24-hour shift personnel are not granted holidays off

40 Hour Work Week Holidays

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

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
Juneteenth -- June 19
Independence Day -- July 4
Labor Day -- First Monday in September
Veteran's Day -- November 11
Thanksgiving Day -- Fourth Thursday in November
Native American Heritage Day -- The Day immediately following Thanksgiving Day
Christmas Day -- December 25

Any of the above holidays which fall on a calendar Saturday shall be celebrated on the previous Friday; any of the above holidays which fall on a calendar Sunday shall be celebrated on the following Monday.

An employee on a 40-hour work week schedule will receive eight (8) hours of pay for these eleven recognized holidays as legal paid holidays for which time off is to be granted. Employees who are regularly scheduled to work more than eight (8) hours may use PTO or

compensatory time to make up the difference between their regular schedule and the holiday pay.

Any employee who is on an approved PTO leave when a holiday occurs will receive the equivalent of eight (8) hours' pay for that holiday and will be charged PTO for any additional hours they were scheduled to work on the holiday.

5.4 LEOFF-II Time Loss Guarantee

A. Duty Related Injury Leave

1. In lieu of the statutory supplement described in RCW 41.04.500 et seq., the City will supplement the time loss payments received by employees who have suffered on-the-job injuries as follows:
 - a. The City will provide its supplement by paying the employee's base salary during the period the employee is receiving benefits under RCW, Title 51, up to a maximum of six (6) months.
 - b. The six (6) month period that the City provides the LEOFF Supplement shall begin on the first day the employees receive the LEOFF Supplement, which may or may not coincide with the payment of time loss.
 - c. If an employee sees a medical provider during the statutory three-day waiting period after the date of injury and is determined to not be able to work as a result of their injury and would not ordinarily be entitled to time loss during this period under L&I guidelines and/or RCW Title 51, then the employee will receive the LEOFF Supplement for hours missed on their date of injury and the three-day waiting period at their normal base rate.
 - d. If time loss is paid pursuant to L&I guidelines and/or RCW Title 51 for the three-day waiting period after the date of injury, then the employee will receive the combination of time loss and the LEOFF Supplement for those days. The LEO FF Supplement will be paid for hours missed on the date of injury.
 - e. If an employee does not seek medical treatment until after the three-day waiting period, then any

time missed from work on the date of injury and those first three days will be coded using their accrued sick leave.

- f. Employees receiving City's time loss supplement must, within ten (10) business days of receipt, sign over to the City all time loss payment checks provided by the City's insurance administrator and/or the State.
2. After this first six (6) month period, employees may supplement time loss payments, up to their normal monthly salary, from their employee's available leave accruals.
3. Employee benefits including the Health Trust contribution, LTD and PTO will continue for the duration of the employee's employment.
4. In a circumstance of a catastrophic one-time event, where the injury results in an immediate, total and permanent disability where the employee is unable to perform the essential job functions, excluding death, the provisions of a duty related injury shall apply; provided that no employee will receive the supplement described in this section after receiving permanent total disability compensation or pension as referenced in RCW Title 51 if they are unable to work as a firefighter.

B. Off Duty Rescue/Lifesaving Disability

Any employee who is disabled while engaging in a rescue or lifesaving situation, in the Vancouver Fire Service area, while off duty, will receive the benefits provided under this article, provided that such situation did not occur while self-employed or in the employ of another where the scope of such employment would potentially involve such actions.

5.5 Light Duty - LEOFF II Employees

The employer shall require light duty to be performed by any employee whose injury is the result of an on-the-job injury, subject to the approval of and limitations determined by the employee's treating physician. Employees injured off the job are not required to perform light duty; however, they may request to do so.

5.6 Bereavement Leave

A maximum of five working days, or two working shifts in the case of 24-hour shift employees, bereavement leave shall be allowed when there is a death in an employee's immediate family. "Immediate Family" is defined as spouse, domestic partner, 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.)

- 5.7 Bereavement leave in excess of two shifts for 24-hour shift employees or forty hours for 40-hour per week employees may be charged to either grandfathered sick leave balance or personal time off with the approval of the Fire Chief or designee.

6. Rates of Pay

6.1 Hourly Rates

The hourly rate of the forty hour employee will be the monthly base rate multiplied by twelve months and divided by 2080 hours. For 24 hour shift personnel, the hourly rate of the employee will be the monthly base rate multiplied by twelve months and divided by 2406 hours.

The parties agree to retain the existing 21.5% spread between the base wage for top step Battalion Chief (without longevity) and Station Captain (without competency) base wage.

Longevity Pay

A Battalion Chief with 20+ years of service will receive 8.0% of top step Battalion Chief (without longevity).

A Battalion Chief with 15+ years of service will receive 6.0% of top step Battalion Chief (without longevity).

Division Chiefs

The monthly base pay rates for Division Chiefs at each step of the salary range will be 8.0% greater than the corresponding rate for Battalion Chief (including longevity) with equal length of service.

Education Incentive

Employees who have earned a BA/BS from an accredited institution of higher education will receive premium pay at a rate of three percent (3.0%) of the top step Battalion Chief (without longevity) wage rate.

6.2 Promotions

- A. **Battalion Chief Position**— At the time of promotion, an employee promoting from Captain to Battalion Chief will move to the step in the appropriate range which results in an increase of at least 5%

from their base salary (not including specialty pays or assignment pay).

B. Division Chief Position – At the time of promotion, an employee promoting:

1. From Captain to Division Chief – will move to the step in the appropriate range which results in an increase of at least 13% from their base salary (not including specialty pays or assignment pay).
2. From Battalion Chief to Division Chief – will move to the step in the appropriate range which results in an increase of at least 8% from their current base salary as Battalion Chief.

6.3 Demotions

Employees who demote to Battalion Chief will move to the step in the appropriate range that results in the least amount of pay reduction, but not above the top of the range.

6.4 Division Chiefs and Acting or Temporary Deputy Fire Chiefs will also receive the following:

- A. A pay range 8% above Battalion Chief for a Division Chief.
- B. A pay range 5% above Division Chief for an Acting or Temporary Deputy Fire Chief.
- C. Access to a staff vehicle for business-related transportation.

6.5 Each Division Chief shall be assigned a staff vehicle to facilitate city business needs. The vehicle shall be used as defined by the Fire Chief or designee and facilitate the work assignments of the Division Chief, ability to respond to emergency incidents and to keep assigned equipment for emergency response.

7. Overtime

7.1 In the event the need for overtime should arise, overtime will be compensated according to the following schedules

- A. Shift overtime will be paid at time-and-one-half.
- B. Battalion Chiefs working a temporary daytime assignment and Division Chiefs will be paid at time-and-one-half when working in excess of 40 hours per work week, or when working outside the employee's normal assigned work schedule.

- C. Battalion Chiefs working a temporary daytime assignment and Division Chiefs will be paid at time-and-one-half of a shift Battalion Chief rate when filling a shift Battalion Chief position.
- 7.2 When an employee is off work, and when their absence and/or the absence of other employees results in the need to hire back, Battalion Chiefs who were promoted via the civil service process will be given the first opportunity to be hired back to fill the vacant Battalion Chief position.
- A. In the event Battalion Chiefs who were promoted via the civil service process either refuse the opportunity or cannot be reached, the department will fill the vacant slot by following the usual procedures for determining the hire back with the members of the following groups offered in the sequential order presented below:
 - 1. Division Chiefs who have completed required training.
 - 2. Appointed acting or temporary Battalion Chiefs.
 - 3. Out of class Captain Step 3 or above who have completed required training and who have the BCO Telestaff attribute.

The training requirements that must be satisfied are as follows:

- 1. Blue Card certification
- 2. Completion and sign off of the Battalion Chief Out of Class (OOC) Task Book.

7.3 Compensatory Time

By mutual agreement of the employer and employee, compensating time off at the applicable premium rate may be arranged in lieu of overtime or callback pay. Compensating time off may accumulate not to exceed One hundred and twenty (120) hours. Use of compensating time off may be scheduled as mutually agreed by the employer and employee and will be taken in 12 hour blocks (for 24-hour personnel).

7.4 Out of Class, Acting and Temporary Assignments:

In the event employee absences do not result in the need to hire back, the usual procedures for assigning employees Out of Class, Acting or Temporary will apply.

- A. Out of Class. Captains represented by Local 452 with a BCO attribute are authorized to work as Battalion Chiefs (for day-to-day sporadic staffing needs) as long as one qualified 4378 Battalion Chief/Division Chief is on duty and the acting position does not create a mandatory overtime within Local 452's work jurisdiction.

1. Battalion Chiefs promoted to the Battalion Chief rank through the City's civil service rules will be considered qualified when they have completed required training
 2. Battalion Chiefs newly hired to the City and Division Chiefs (who did not previously hold the Battalion Chief rank at the City) will be considered qualified if they have completed a minimum of two hundred forty (240) hours working as a shift Battalion Chief.
- B. Acting Assignment. Captains represented by Local 452 are authorized to work as an appointed Acting Battalion Chief. This appointed position will function as a fulltime battalion chief to include filling the mandatory one (1) regular battalion chief slot.
- C. Temporary Assignment. Temporary assignments are governed by current civil service rules and limited to one four (4) month appointment per vacancy. This appointed position will function as a fulltime battalion chief to include filling the mandatory one (1) regular battalion chief slot.
1. In the event the Battalion Chief eligibility list has been exhausted or has less than three (3) candidates, the parties agree to one additional four (4) month appointment per vacancy.

8. Duty Chief

- 8.1 The duties of Battalion Chiefs and Division Chiefs include acting as Duty Chief. The Duty Chief is responsible for managing resources in the VFD service area during times of unusual operational situations, examples include: weather events, known upcoming events, emergency operations that require on duty resources to be depleted etc. The Duty Chief should activate the Department Operations Center (DOC) and staff appropriately to ensure response coverage is managed appropriately during the event.
- 8.2 Battalion Chiefs (on Shift or Administrative assignment) and Division Chiefs shall assume the responsibilities as the "on-call" Duty Chief on a rotating basis.
- 8.3 Should the Battalion or Division Chief serving as a Duty Chief deem it appropriate to respond, or a Battalion or Division Chief is called back by a Chief Officer, they will be compensated at the overtime rate of one and one-half times (1 ½) the assigned base pay for the duration of that response.

- 8.4 Battalion and Division Chief's performing the on-call Duty Chief function will receive pager pay equal to one (1) hour of the top step Battalion Chief (w/20+ years) overtime rate for the 24-hour period. The on-call Duty Chief shall be provided access to a code 3 compliant vehicle that supports the duties of the Duty Chief. The vehicle will not leave Clark County, except as approved by the Chief or designee.

9. Medical Examinations

- 9.1 The employer has the right to require medical/physical or psychological examinations by a licensed practitioner of all employees covered by this agreement to assure that they continue to meet the requirements for the position as set forth by the local pension board and/or department rules and regulations. The employer recognizes and respects the employee's right to privacy of personal medical/family history information which is not related to the employee's ability to perform the job. When requiring an examination, the employer shall request only information which is reasonably necessary to determine the employee's ability to perform their job, any appropriate restrictions of duties, and the likely duration of any such restrictions and the probable date of return to duty. The chief shall request that the practitioner recommend corrective measures to be taken by the employee to improve the health and/or physical condition which impairs the employee's ability to perform their job. The chief may direct the employee to follow the corrective measures.
- 9.2 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.
- 9.3 If an employee is injured, and the employer requires the employee to be evaluated for fitness for duty prior to returning to work, the evaluating physician will consult with the employee's private physician in the process of making that evaluation.

10. Employee Insurance

10.1 **Life Insurance.** Each employee shall be enrolled in the city's group term life and accidental death and dismemberment insurance policy in an amount equal to one-time annual base salary, not to exceed \$100,000, rounded to the next higher multiple of \$1,000, double indemnity, the premium for which will be paid by the employer. In addition, employees shall have the option of choosing dependent and/or additional life insurance on a payroll deduction basis.

10.2 **Health Insurance.** During the term of this agreement, IAFF Local 4378 will provide medical, dental and vision benefits to members, their spouses, qualified domestic partners, and dependents through the Vancouver Firefighter's Union Health and Welfare Trust established September 16, 2011 ("Trust").

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

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

A. Trust Contributions.

1. Effective January 1, 2023 and for the remainder of the term of this Agreement, the City's contribution per employee will be equal to the monthly contribution contributed by the City per employee in the suppression bargaining unit represented by IAFF Local 452.
2. All Trust Contributions must be made to the Trust by the 10th day of the month. Trust Contributions will be made for each employee that is on the payroll as of the first of that month. Upon request of the Trust, the City agrees to facilitate an electronic or wire transfer of these funds to the Trust to expedite their delivery to the Trust.

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

B. Legal.

1. It is agreed the City is not taking any responsibility for claims risk, and the sole responsibility of the City is to pay the required Trust contributions.
2. The City is not responsible (including fiduciary responsibility) for any of the actions of the Trust. In the event the Trust has insufficient assets to perform its obligations, under this Agreement, the IAFF Local 4378 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.
3. 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.

- 10.3 **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.
- 10.4 **Long Term Disability.** Members will be required to purchase long term disability as provided through the City. The premium amount will be added to the members' earnings and deducted after taxes from the members' paycheck. Rates will be adjusted as necessary to include changes in the premiums or the plan.

10.5 **Medical Expense Reimbursement Plan (MERP)**

- 10.5.1 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 income 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.
- 10.5.2 Deductions. The City shall take a pre-tax deduction of \$250.00 from the normal salary of each eligible employee. Changes (increases or decreases) to the monthly deduction shall be documented in writing to Human Resources no later than the 25th of the month prior to the desired date of change. The parties agree that no additional MOU's will be needed to make changes to the monthly amount.
- A. The deduction will be taken on the 25th of the month paycheck.
 - B. Deductions shall be made on a pre-tax basis.

- C. These contributions shall be considered as base salary for purposes of calculating retirement benefits.

10.5.3 PTO Cash-Out.

- A. At the member's option, the City will allow a one-time "retirement leave sell-back" in the amount of one hundred percent (100%) of the cash-out value for all eligible, accrued and available PTO leave. The member must declare their retirement and give the City at least three (3) months' advanced notice of their prospective retirement date for this option. The "retirement leave sell-back" shall be paid in the pay period closest to thirty (30) days in advance of the member's retirement date.
- B. The City shall additionally contribute to the Plan for all members in the amount of one hundred percent (100%) of the cash-out value for all eligible, accrued, and available PTO leave on the date of the member's retirement.

10.6 Retirement Plan

- 10.6.1 All eligible employees and the employer shall participate in the Washington State Law Enforcement Officers and Fire Fighters (LEOFF) Retirement System to the extent provided by Washington state law.
- 10.6.2 Employees may participate, at their option and cost, in the deferred compensation programs provided by Mission Square Retirement Corporate and/or WA State DRS DCP, or any other plans the City may provide.
- 10.6.3 Effective January 1, 2023, the City will match, up to a maximum of one percent (1.0%) of the employee's base salary, an employee's contribution to the deferred compensation program described above. Such contributions are subject to IRS limitations.

11. Physical Fitness and Wellness program

- 11.1 Participation in the physical fitness program as mutually set up by the Local and the City shall be mandatory. The City and the Local shall meet at least annually to continually evaluate the program.
- 11.2 The City will contribute the amount specified in the Local 452 collective bargaining agreement per authorized (on January 1 of each year) FTE to the Trust on an annual basis for wellness programming.

Payment will be made to the Trust monthly upon receipt of statement

certifying the names of individuals who have completed the wellness physicals. Parameters of the Wellness Program will be mutually agreed to by the City and the Local.

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 nor the Local shall have any right of access to the information.

11.3 40-hour per week employees are allowed up to one (1) hour per week of Physical Training (PT).

11.4 Members are required to participate in an annual hearing exam performed during on-site testing (or an alternative) arranged by the City. The City will pay the costs associated with hearing testing.

12. Grievance Procedure

For purposes of this agreement, the term "grievance" means any dispute between the employer and the Local or an employee concerning the application or interpretation of the terms of this agreement. Employees shall have access to Local 4378-Labor Relations Committee prior to advancing a grievance through the formal grievance procedure.

12.2 Procedure

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

The grievant(s) may be accompanied by the Local representative in presenting the written grievance to the Fire Chief.

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

Step 1: The Fire Chief shall conduct a meeting with the grievant(s) and the Local representative. The Fire Chief shall decide on the matter, in writing, within twenty-one (21) calendar days of receipt of the grievance. Copies of the decision shall be mailed, emailed or hand delivered to the grievant(s), the Local, and the City Manager.

Step 2: If the grievance remains unresolved after the decision has been rendered by the Fire Chief, the grievant(s) shall deliver in writing the grievance to the City Manager or their designated representative within fourteen (14) calendar days after receipt of the decision reached in Step 1, above. The City Manager or their designate shall conduct an investigatory hearing with the appropriate parties within fourteen (14) calendar days of receipt of the written grievance and shall render their decision within fourteen (14) calendar days of such hearing, with copies to the grievant(s), the Local, and the Fire Chief.

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

The parties shall mutually select a disinterested third party to serve as arbitrator. In the event the City and the Local are unable to agree on an arbitrator, an arbitrator shall be selected by the process of alternately striking from a panel of eleven (11) arbitrators from OR or WA requested from the Federal Mediation and Conciliation Service (FMCS) . The parties will flip a coin to determine which party shall strike the first name. The request to FMCS shall state the general nature of the issue and ask that the nominee be qualified to handle the type of issue involved. The City and the Local will jointly share the fee for selection of an arbitrator.

The arbitrator shall render a decision as promptly as possible, but

no later than thirty (30) calendar days following the close of any evidentiary record. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the employer and/or the Local and shall have no authority decide 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.

- 12.3 Failure by the grievant(s), or their representative, to advance the grievance 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 timeline.

13. Tuition Reimbursement

The employer shall establish a tuition reimbursement account in the Fire Department budget in the amount of \$3,400 for each year of this agreement. The department and the Local shall develop and monitor a program for the disbursement of these funds to eligible Local members.

The Fire Chief or their designee shall review and determine whether or not a course directly relates to the fire service and/or public administration either on its own merit or can be used to obtain a degree.

14. Layoff and Recall

Layoff and recall shall be in accordance with the established rules and regulations of the Vancouver Civil Service Commission in effect at the time of layoff and/or recall.

15. Filling of Battalion and Division Chief Vacancies

Battalion and Division Chief vacancies will be filled in accordance with the established rules and regulations of the Vancouver Civil Service Commission in effect at the time of the vacancy.

16. 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.

17. Non-Reduction of Wages and Working Conditions

The parties hereto agree that the wages and working conditions in effect and now being paid to and enjoyed by the members of the Local shall not be reduced in view of the provisions of this agreement, provided, however, that nothing in this article shall be construed as limiting management's rights pursuant to Article 3, above.

18. Successor Clause

This agreement and all amendments which are attached shall be binding upon the successors of the city and the Local, and no provisions, terms or obligations contained in these documents shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party.

19. Termination and Renewal

19.1 This agreement is effective as of the date it is fully ratified by the parties, and shall remain in full force and effect January 1, 2023, through December 31, 2025. This agreement shall remain in effect pending the adoption of a successor collective bargaining agreement.

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

20. Contract Amendments

20.1 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.

Dated this _____ day of _____, 2022

For the Employer

Eric J. Holmes, City Manager

Brennan Blue, Fire Chief

Lisa Brandl, Deputy
City Manager

For the Union

Judson McCauley, President

Tony Fletcher, Vice President

Tom O'Connor, Secretary

John Bulder, Treasurer

Approved as to form:

Jonathan Young, City Attorney

Attest:

Natasha Ramras, City Clerk

APPENDIX A

Fire Command Officers – Local 4378 Pay Tables

[To be added when bargaining between City and IAFF Local 452 is complete for the 2023-2025 period. As described in Section 6.1 – Hourly Rates, the top step of the BC range (without longevity) will be 21.5% greater than the Station Captain step (without competency) of the Captain range. Consistent with the 2020-2023 CBA, the BC range (without longevity) will have five steps with a 5% difference between steps. Longevity will be added to the steps displayed in this Appendix. The Division Chief range will also have five steps, with each step being 8% greater than BC step (including longevity) of the same number.]

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