



City of Longview

1525 Broadway
Longview, WA 98632
www.ci.longview.wa.us

Agenda

City Council

*Mayor Erik Halvorson
Mayor Pro Tem Keith Young
Council Member Chris Bryant
Council Member Mike Claxton
Council Member Ruth Kendall
Council Member Kalei LaFave
Council Member Wayne Nichols*

Thursday, May 14, 2026

6:00 PM

2nd Floor, City Hall

The City Hall is accessible for persons with disabilities. Special equipment to assist the hearing impaired is also available. Please contact the City Executive Office at 360.442.5004 at least 48 hours in advance if you require special accommodations to attend the meeting.

If you are participating virtually, you may submit written comments to the City Clerk’s Office with the subject line “Public Comment for Disbursement to City Council.”

Virtual attendees may comment verbally during public hearings only and is only permitted for registered attendees. To participate, please contact the Clerk’s Office in advance. Use the “raise hand” feature during the hearing, and the Clerk will unmute participants in the order received. If calling in by phone, dial star - 9 to raise your hand.

<https://us02web.zoom.us/j/82394132374>

Telephone options (dial any of the following numbers):

1-253-215-8782 or 1-346-248-7799 or 1-408-638-0968 or 1-669-900-6833

Webinar ID: 823 9413 2374

1. **CALL TO ORDER**
2. **INVOCATION*/FLAG SALUTE**
3. **ROLL CALL**
4. **CHANGES/REVISIONS TO AGENDA**
5. **AWARDS**

26-00327 PROCLAMATION - NATIONAL POPPY DAY - MAY 16, 2026; RECIPIENT SANDIE ST. ONGE, LONGVIEW AMERICAN LEGION AUXILIARY UNIT 155 POPPY CHAIR

26-00380 PROCLAMATION - HISTORIC PRESERVATION MONTH - MAY 2026; RECIPIENT HPC CHAIR ANGELA STEPHENSON

26-00376 RA LONG AWARD RECIPIENT AND NOMINEE RECOGNITION BY HISTORIC PRESERVATION COMMISSION
2026 AWARD RECIPIENT — ANGELA STEPHENSON BY JACOB COLE, LONGVIEW PUBLIC LIBRARY

FRED BAXTER NOMINATED BY BRAD WHITE
 SUSAN PIPER & HAL CALBOM OF COLUMBIA RIVER OF COLUMBIA RIVER READER
 NOMINATED BY TIFFANY DICKINSON/ GRUMBLEBUG PRESS
 SANDBAGGERS NOMINATED BY SANDY B NUTT, LONGVIEW SANDBAGGERS

6. CONSTITUENTS' COMMENTS - NON-AGENDA ITEMS (Thirty Minutes)

7. PRESENTATIONS

26-00329 DOWNTOWN SUMMIT REPORT AND REVIEW PATH FORWARD

RECOMMENDED ACTION:

RECEIVE REPORT ON DOWNTOWN SUMMIT HELD JANUARY 20th; PROVIDE
 DIRECTION ON FUTURE ACTION ITEMS INCLUDING SCHNEITER LOT

8. PUBLIC HEARINGS

26-00382 FISCAL YEAR 2026 HOME INVESTMENT PARTNERSHIP PROGRAM ALLOCATIONS

RECOMMENDED ACTION:

1) HOLD A PUBLIC HEARING FOR FY 2026 HOME PROGRAM GRANT ALLOCATIONS.
 2) MOTION TO ALLOCATE \$100,000 OF HOME FUNDS TO FOUNDATION FOR THE
 CHALLENGED FOR REMODEL OF SINGLE-FAMILY HOME FOR AFFORDABLE HOUSING
 AND \$14,321 TO LOWER COLUMBIA CAP FOR OPERATING FUNDS.

26-00383 FISCAL YEAR 2026 COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATIONS

RECOMMENDED ACTION:

1) HOLD A PUBLIC HEARING FOR FY 2026 CDBG PROGRAM GRANT ALLOCATIONS.
 2) MOTION TO ALLOCATE FY2026 CDBG FUNDING AS FOLLOWS:
 - \$100,448.76 TO LONGVIEW FIRE FOR THE STATION 81 ALERT SYSTEM.
 - \$90,000 TO THE CAMPUS TOWERS FOR WATER HEATER REPLACEMENT.
 - \$12,062.24 TO LONGVIEW FIRE FOR SAFETY EQUIPMENT.
 -\$26,609.50 TO HOUSING OPPORTUNITIES OF SOUTHWEST WASHINGTON FOR RENT
 WELL TENANT EDUCATION.
 -\$20,000 TO LONGVIEW PARKS AND REC FOR 2027 SUPER SUMMERS.
 -\$15,000 TO THE LONGVIEW COMMUNITY DEVELOPMENT & ENGINEERING
 DEPARTMENT FOR A DOWNTOWN LIGHTING STUDY.

9. CONSTITUENTS' COMMENTS - AGENDA ITEMS (Thirty Minutes)

10. BOARD & COMMISSION RECOMMENDATIONS

11. ORDINANCES & RESOLUTIONS

26-00406 RESOLUTION NO. 2619 – ADOPTION OF 0.1% SALES AND USE TAX FOR CRIMINAL
 JUSTICE FUNDING

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION 2619 AND DIRECT STAFF TO SUBMIT GRANT
 APPLICATION TO THE CRIMINAL JUSTICE TRAINING COMMISSION RELATED TO HB
 2015.

12. CONSENT CALENDAR

26-00378 APPROVAL OF APRIL 23, 2026 REGULAR MEETING MINUTES

26-00326 APPROVAL OF CLAIMS

26-00372 CONFIRMATION OF REAPPOINTMENT OF A HEARING EXAMINER PURSUANT TO LMC 1.32

RECOMMENDED ACTION:

CONFIRMATION OF REAPPOINTMENT OF HEARING EXAMINER

26-00377 RESOLUTION NO. 2621 — APPROVING AMENDMENT NO. ONE TO INTERLOCAL AGREEMENT FOR ANIMAL SHELTERING AND ANIMAL CONTROL SERVICES (ADDING CITY OF KELSO)

RECOMMENDED ACTION:

MOTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE AMENDMENT NO. ONE TO THE INTERLOCAL AGREEMENT FOR ANIMAL SHELTERING AND ANIMAL CONTROL SERVICES TO ADD THE CITY OF KELSO AS A BENEFITTED MUNICIPALITY.

26-00398 IAFF 828 COLLECTIVE BARGAINING AGREEMENT, JANUARY 1, 2026 – DECEMBER 31, 2028

RECOMMENDED ACTION:

APPROVAL OF THE IAFF LOCAL 828 COLLECTIVE BARGAINING AGREEMENT FOR 2026-2028.

26-00399 RESOLUTION NO. 2622 — A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH STRUCTURED COMMUNICATION SYSTEMS, INC. FOR MANAGED INFORMATION TECHNOLOGY SERVICES

RECOMMENDED ACTION:

MOVE TO ADOPT RESOLUTION NO. 2622 AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH STRUCTURED COMMUNICATION SYSTEMS, INC. FOR MANAGED INFORMATION TECHNOLOGY SERVICES IN AN AMOUNT NOT TO EXCEED \$445,419.00, PLUS APPLICABLE TAXES, FEES, AND AUTHORIZED EXPENSES, FOR AN INITIAL TERM OF THIRTY-SIX MONTHS.

26-00400 RESOLUTION NO. 2623 — A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON, AUTHORIZING THE PURCHASE OF THREE SERVER HOSTS TO REPLACE EXISTING VIRTUAL MACHINE HOST SERVERS IN THE CITY'S MAIN DATACENTER

RECOMMENDED ACTION:

MOVE TO APPROVE RESOLUTION NO. 2623 AUTHORIZING THE CITY MANAGER, OR THE CITY MANAGER'S DESIGNEE, TO SIGN THE PURCHASE ORDER FOR THREE NEW SERVERS TO REPLACE THE CITY'S EXISTING VIRTUAL MACHINE HOST SERVERS IN THE MAIN DATACENTER WITH FUNDING FROM THE OFFICE EQUIPMENT RESERVE (OER) BUDGET.

13. **MAYOR'S REPORT**

14. **COUNCILMEMBERS' REPORTS**

15. **CITY MANAGER'S REPORT**

26-00405 RENEWAL OF THERAPEUTIC COURT GRANT

RECOMMENDED ACTION:

MOTION TO AUTHORIZE STAFF TO COLLABORATE WITH COWLITZ COUNTY DISTRICT COURT TO SUBMIT GRANT APPLICATION TO THE ADMINISTRATIVE OFFICE OF THE COURTS.

26-00407 FUTURE SOLID WASTE CONTRACT PRIORITY ALIGNMENT

RECOMMENDED ACTION:

PROVIDE PRIORITY ALIGNMENT FOR FUTURE SOLID WASTE CONTRACT DISCUSSIONS

- 16. MISCELLANEOUS**
- 17. EXECUTIVE SESSION**
- 18. ADJOURNMENT**

*** Any invocation that may be offered at the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker.**

NEXT REGULAR COUNCIL MEETINGS:

**THURSDAY, MAY 28, 2026 – 6:00 P.M.
THURSDAY, JUNE 11, 2026 – 6:00 P.M.**

NEXT SPECIAL COUNCIL WORKSHOP:

THURSDAY, MAY 21, 2026 – 6:00 P.M. – FIRE/EMS LEVIES

Proclamation

City of Longview, Washington



NATIONAL POPPY DAY

05/16/2026

WHEREAS, the sacrifices of those who have lost their lives, their health, or their livelihood as a result of their military service are rightly the concern of all citizens; and

WHEREAS, the annual distribution of the red poppies by the American Legion Auxiliary, Longview Unit 155, offers an opportunity for the people of this community to acknowledge those persons who have paid more than their share of the cost of freedom; and

WHEREAS, poppies are made by disabled veterans and the proceeds of this worthy fund-raising campaign are used exclusively for the benefit of disabled and needy veterans and their families, and the widows and orphans of deceased veterans;

NOW, THEREFORE, I, Erik Halvorson, Mayor of the City of Longview, do hereby proclaim May 16th, 2026 as "National Poppy Day" in the City of Longview, and I urge the citizens of this community to recognize the merits of this cause by contributing to its support through the donation of funds for poppies in appreciation for the sacrifices of our honored dead.

I further urge all patriotic citizens to wear a poppy on May 16th and 22nd, 2026, as just evidence of our gratitude for the men and women of this country who have risked their lives in fulfilling their obligations as American citizens.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Longview to be affixed this 14th day of May, 2026.

ERIK HALVORSON, Mayor

Proclamation

City of Longview, Washington

Historic Preservation Month *May 2026*

WHEREAS, the National Trust for Historic Preservation has declared May to be National Historic Preservation Month; and

WHEREAS, the City of Longview lies at the ancient crossroads of both the Cowlitz and Chinook Indian Tribes in their periodic journey to rich hunting and fishing grounds; and

WHEREAS, the citizens of Longview also enjoy a rich legacy of pioneering spirit as the modern home to the 19th Century communities of Monticello, Freeport and LaDu; and

WHEREAS, the citizens of Longview also enjoy the lasting benefits of the urban planning and generosity of our city founder, R.A. Long; and

WHEREAS, historic preservation is an effective tool for managing growth, revitalizing neighborhoods, fostering local pride, and maintaining community character while enhancing livability; and

WHEREAS Longview’s Historic Preservation Commission wishes to acknowledge the work by local individuals and groups to support, maintain, and restore historic assets within the city as vital to understanding its past and charting its future.

NOW, THEREFORE, I, Keith Young, Mayor Pro-tem of the City of Longview, do hereby proclaim the month of May to be

“Longview Historic Preservation Month”

in the City of Longview and call upon all in our community to join everyone across the nation in recognizing and participating in this tradition.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Longview to be affixed this 14th day of May 2026.

Keith Young, Mayor Pro-tem



City of Longview

Agenda Summary

DOWNTOWN SUMMIT REPORT AND REVIEW PATH FORWARD

RECOMMENDED ACTION:

RECEIVE REPORT ON DOWNTOWN SUMMIT HELD JANUARY 20th; PROVIDE DIRECTION ON FUTURE ACTION ITEMS INCLUDING SCHNEITER LOT

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Strengthen Community Safety
Advance Economic Opportunity and Community Vitality
Strengthening Governance, Communication, and Engagement

SUMMARY STATEMENT:

On January 20th, 2026 the city held a public meeting at the Roxy Theater in downtown Longview intended to gather public input on long term priorities, opportunities, and impacts for downtown prompted by the potential sale and redevelopment of the Schneider Lot, a city-owned parking lot at the corner of Hemlock and 12th Avenue.

The meeting was conducted as a small-group roundtable discussion, with participants engaging in facilitated conversations on topics such as:

- Downtown identity and vision
- Strategies for selling and/or redeveloping the Schneider Lot
- Public space opportunities such as a park or plaza
- How redevelopment could support broader downtown economic vitality

The resulting discussion notes were aggregated, reviewed for key themes, and a summary created to report back to council. Included with this summary is a list of potential action items to begin to address downtown barriers and opportunities. Staff is seeking direction on these action items, including direction for next steps for the potential sale of the Schneider Lot.

FINANCIAL SUMMARY:

None

STAFF CONTACT:

Nick Little, Community Development Director

Attachments:

1. 1_Downtown Summit Report



To: Longview City Council

From: Nick Little, Community Development Director

Meeting: May 14th, 2026

Subject: Draft Downtown Summit Report and Action Items

Background

The City of Longview owns 10 public parking lots, with the Schneider Lot at 12th and Hemlock in downtown being the largest and least utilized. City Council directed staff to preliminarily investigate the potential sale and surplus of the Schneider Lot. Staff research confirmed that Schneider Lot is composed of nine separate, contiguous lots acquired by the city in 1972 and held as general governmental property. Staff findings were presented at the September 11, 2025, meeting, and included a general discussion of options regarding the sale and or use of the property. Council directed staff to conduct a community meeting regarding the potential future of Schneider Lot, including future potential uses, methods of sale, forms of compensation, and potential opportunities available to the downtown area.

The Downtown Summit meeting took place on January 20, 2026 at a local downtown space known as the Roxy Theater. The meeting was attended by 19 citizens, six council members, and seven staff. Participants were divided among four small tables to facilitate engaged discussions, with city councilmembers leading each table discussion and staff members taking notes and offering technical support as needed. Participants were then asked a series of question prompts intended to elicit discussion about downtown land uses, public spaces, and possible methods of sale, and compensation considerations. The resulting discussion notes were aggregated into a digital document, reviewed for key themes, and a

summary created to report back to council. This document serves as this final summary and report.

Key Themes

1. Identification of Barriers to a Thriving Downtown

The meeting began with a discussion about who does downtown not work well for today, and how that could change. During the resulting discussion and throughout the course of the meeting, several issues repeatedly surfaced as barriers to a thriving downtown. In general, it was expressed that downtown needs improvements to safety, cleanliness, and basic amenities.

- Lack of public restrooms. Many participants identified the lack of restrooms as a concern and expressed the addition of public restrooms as a desired amenity.
- Safety Concerns. The most frequent safety concern noted was that the current downtown street lighting was insufficient and contributed to other safety issues. Also mentioned were homeless activity, trash in bushes, and public defecation/urination.
- Lack of nightlife and nighttime activity. Nightlife is a key component of most thriving downtowns and is largely absent in Longview's. This issue was at times brought up alongside lighting and other safety concerns as both a cause and a potential solution.
- Code barriers. Building and fire code often present additional costs and complications to the upgrading of second story residences.
- Vacant/unattractive storefronts. Create an unpleasant atmosphere and can feed other issues mentioned.

2. Desire for Public Spaces and Gathering Areas

A common theme at each table was the desire for a public space to draw people, host events, and extend dwell time downtown. There were two specific questions seeking feedback on public spaces and potential benefits:

- *“Should the city seek to include a new public plaza, park, or other amenity as part of the redevelopment of the site? What type of amenity would provide the most public benefit?”*
- *“How would a public space support nearby businesses?”*

The majority of responses supported a public space in downtown, whether in conjunction with potential redevelopment of the Schneiter Lot or elsewhere in

downtown. A broad range of suggestions included an urban plaza, park, playground, amphitheater, covered areas, or simply someplace nice to sit. While the suggestions were varied, there was a clear desire for a public gathering space downtown with the potential to host events, something that downtown currently lacks.

The other side of this discussion was how a public space would support the businesses downtown. Many respondents noted that such a space would draw more people to downtown as well as increase the time spent there, which would likely result in a boost for business for many establishments.

3. Broad Support for Housing Downtown

The comments display overwhelming support for additional housing opportunities downtown and were the clearest and most consistent theme across all tables during the meeting. Participants most frequently expressed a desire for market rate or diverse housing options to bring additional residents downtown; in particular residents who would have the ability to patronize the businesses downtown. Beyond simply reflecting the “more residents = more spending” theme, respondents saw the influx of residents as a way to create a more vibrant downtown and encourage new and different types of commercial activity downtown. The idea that additional housing would act as a catalyst for change downtown was reflected in a number of the comments:

- *“Young professionals”*
- *“Would provide a more vibrant downtown”*
- *“Attract higher end businesses and restaurants”*
- *“More activated spaces”*
- *“Opportunities for different type of businesses”*
- *“More customers to keep businesses open later”*
- *“Change in customer needs with more folks living in the immediate area”*
- *“Younger generations seeking this type of housing”*
- *“Market rate housing – have disposable income typically”*

There were also comments expressing the desire for a mixed-use development combining residential with commercial as preferred outcome. Some respondents counseled caution regarding losing parking and suggested that future development include provisions for parking.

4. Preference for City Influenced Development Process Rather Than Simple Sale

This is a combination of two connected key themes that were echoed throughout by most participants, which was:

- A clear preference for an emphasis of public benefit over price or profit; and
- A clear preference for an alternative style of property sale which includes city-dictated controls and parameters around the subsequent development process.

Nearly every response indicated that the city should seek remuneration for conveyance of the property in some type of public benefit rather than a simple cash sale. What that remuneration should be can be related back to Key Theme #2 regarding the desires for public gathering spaces downtown.

The method of sale in which this would happen was addressed in one of the questions to participants and the resulting discussion(s) included several ideas, including sending a request for proposal (RFP) for development projects, or entering a public-private partnership. Generally speaking, the theme was that most felt that a cash sale would be a missed opportunity and would be insignificant in terms of financial impact or benefits to the city or its residents.

The inclusion of City-dictated development controls was also a strong preference by respondents. Most felt that these controls would add accountability to the developer and ensure that the resulting project would truly be a benefit to the city and the downtown area. Participants were asked what expectations should be set by the city, which resulted in a variety of responses, including:

- *“Must have a public space”*
- *“Apartments”*
- *“Mixed use living”*
- *“Park space”*
- *“Public parking”*
- *“Residential/business use”*
- *“Time benchmarks”*
- *“Aesthetic standards”*
- *“Community art project”*
- *“Establish committee to oversee development of property”*
- *“Something that can be celebrated along the way”*
- *“Replace parking that any development would take away”*
- *“Partnership agreements/RFP for housing and economy booster”*

In whatever form it may take, it was clear that participants felt that the city should retain some semblance of control over the future development to ensure that the resulting development would benefit downtown.

Action Items

What follows are several action items intended to address many of the barriers and future goals for downtown identified during the summit meeting. These suggestions were informed not only by the comments and key themes from the summit, but also previous discussions surrounding downtown with the Downtown Advisory Committee, other public feedback, and staff knowledge of local regulations and funding opportunities. This list is by no means exhaustive, nor does it contain a single “silver-bullet” that could cure all concerns with downtown, real or perceived.

What the list is intended to do is provide a menu of opportunities that the city can pursue to foster an environment downtown that is welcoming to new businesses, existing businesses, and visitors. Ultimately the city’s ability to directly control private property is limited. What the city can do is to create an atmosphere that promotes desired outcomes and removes barriers to future investment. This can include opening up additional opportunities through creative approaches to zoning, offering financial incentives for private investment, providing education on landowner-driven funding sources, and seeking private partnerships for redevelopment of city-owned properties.

The following groups of suggestions reflect three key themes. First are the efforts that can be made to address those barriers to stakeholder to downtown. This section includes infrastructure efforts, financial incentives, and funding options that can positively influence future investment downtown, both public or private. The second section includes options for amendments to the city’s land use ordinance that would seek to address additional development options downtown or look at different approaches to land use regulations. The last section addresses staff recommendations on approaches to the sale/surplus of the Schneiter Lot.

1. Address barriers to downtown

- a. Infrastructure
 - i. Pursue grant funding for lighting study and eventual update
 - 1. Brighter, taller lights, ability for cross-street overhead connections, relocating existing lights to parking lots, tree trimming
 - ii. Reestablish façade improvement program and using demolition fees as funding base
- b. Funding options for future larger scale improvements

- i. Educate on potential for LIDs for area-wide infrastructure upgrades
 - ii. Educate on PBIA's for larger scale improvements, maintenance, or security
 - c. Financial barriers
 - i. Investigate B&O deductions for new business startups
 - 1. See Bellingham example
 - ii. Investigate Permit fee reductions for building upgrades
 - iii. Better educate on revolving loan program

2. Amendments to zoning ordinance

- a. Investigate multiple options as a single package for downtown
 - i. Form-based approach vs. Euclidean vs. hybrid approach
 - ii. Open additional housing options
 - iii. Split downtown into multiple zoning districts – downtown core (i.e. commerce)
 - iv. Address potential for public spaces downtown
 - v. Vacant storefront requirements
 - vi. Address physical development standards as needed
- b. Include associated development regs for review
 - i. Sidewalk businesses/food trucks
 - ii. Mixed use design standards
- c. Accomplish updates required by recent changes to RCW regarding residential development in existing buildings (RCW 35A.21.440-.460)

3. Develop RFP for Schneiter Lot redevelopment

- a. Solicitation to developers for market rate housing/optional mixed-use
- b. Integrate public parking availability to offset loss of parking area, at least partially
- c. Seek public open space/plaza or other public improvement as remuneration
- d. Define city level of involvement and benchmarks

Downtown Summit

1/20/26

Aggregated Notes

Attendees

- Joanne Baker
- Spencer Boudreau
- Rachelle Burch
- Steve Carson
- John Chilson
- Kat Cooper
- James Dieter
- Bill Fashing
- Carlos Fernandez
- Erin Gabriele
- Hayden Harris
- Rikissa Harrison
- Lisa Kayser
- Amelia Nesbit
- Marc Roland
- Sally St. Clair
- Cliff Verhoeff
- Jamie West
- Brad Whittaker

City Staff/Councilmembers

- Chris Bryant (*councilmember*)
- Chris Collins
- Sabrina Fraidenburg
- Erik Halvorson (*councilmember*)
- Brad Hannig

- Ruth Kendall (*councilmember*)
- Kalei LaFave (*councilmember*)
- Nick Little
- Wayne Nichols (*councilmember*)
- Kenny Robinson
- Irene Rutikanga
- Mike Sullivan
- Nancy Vandehey
- Keith Young (*councilmember*)

Location: Roxy Theater, corner of Commerce and Florida

Start Time: 6:00pm

End Time: 8:00pm

LaFave/Hannig Table

Entrance Question

Question 1 – *Who is downtown not working well for today, and how could that change?*

Business owners

Increase safety after dark

parking at certain time (enforce 2-hour)

lighting (could be an attraction to homeless)

job opportunity

foot traffic increase

pocket park

Section 1: Alternative uses for a healthy downtown

Question 2 – *What kinds of uses are missing today that would encourage people to stay longer in downtown?*

Entertainment – comedy nights

3-6pm activities (restaurants highlighted)

Reduce Vacancies

Organized events

Recreation

Gathering spot(s)

Store Window upgrades

Make apartments nicer and to current standards

Question 3 – *How important is housing downtown? What types of housing (market rate, workforce, etc.) would help push downtown forward?*

Housing diversification

Better opportunity and housing not focused on affordability

Diverse housing

Historic buildings

Residential ↔ Recreational, later hours

Question 4 – *What types of benefits or impacts would additional housing opportunities provide for downtown?*

More people to live, work, and seek entertainment

Increase in money spent downtown

Section 2: Public spaces in downtown

Question 5 – *Should the city seek to include a new public plaza, park, or other amenity as part of the redevelopment of the site? What type of amenity would provide the most public benefit?*

Some sort of recreation

Playground

Public plaza

Event space that covers many types of activities

Community cleanups – involve business to highlight activity

Incentives w/competitions

Parking garage with park on the top

Gathering place, some small and some large areas

Larger office firm (50+ emp), LCC extension

Nickel and dime costs – permitting, B&O, etc

Question 6 – *How would a public space support nearby businesses?*

Mixed use – Housing/retail/parking

Streamline services

Incentives for businesses

Too many small fees

Question 7 – *How much risk should the city tolerate to achieve long-term benefits?*

Risk of doing nothing or doing too much,

You need to invest to see a reward, risk to incentivize

Permit process

Section 3: The way a city sells property may matter as much as what gets built.

Question 8 – *Should the city prioritize price, public benefit, or a balance?*

Public benefits, new businesses over price or profit

Need to invest in future

RFP – housing and economy booster

Question 9 – *How important is it that the city retain influence through tools like development agreements, design standards, or performance benchmarks?*

Accountability

Commitment with hand cuffs

Question 10 – *What expectations should the city set for a private developer on this site?*

Partnership agreements

Offices, 1-2 floors

Living space above

Retail

Exit Question:

Question 11 – *What is the biggest opportunity we risk missing if we do nothing?*

You do nothing, you get nothing

Halvorson/Young/Sullivan Table

Entrance Question

Question 1 – *Who is downtown not working well for today, and how could that change?*

- Needs more public restrooms
- Businesses must lock back/side doors to keep homeless out.
- No information center
- Building owners can't afford to update to code for apartments on upper levels

Section 1: Alternative uses for a healthy downtown

Question 2 – *What kinds of uses are missing today that would encourage people to stay longer in downtown?*

- Stageworks
- Strippers
- Outdoor seating during summer
- Better restaurants
- More market-price housing
- More “spenders” living downtown

Question 3 – *How important is housing downtown? What types of housing (market rate, workforce, etc.) would help push downtown forward?*

- Market rate housing
- More people living there with disposable income
- Young professionals
- Will raise quality of everything, attract better businesses

Question 4 – *What types of benefits or impacts would additional housing opportunities provide for downtown?*

- Would provide a more vibrant downtown
- Attract higher end businesses and restaurants

Section 2: Public spaces in downtown

Question 5 – *Should the city seek to include a new public plaza, park, or other amenity as part of the redevelopment of the site? What type of amenity would provide the most public benefit?*

- Public restrooms
- Public park
- Plaza (like in front of Columbia Theater)
- Trolleys instead of buses
- Hotel

Question 6 – *How would a public space support nearby businesses?*

- It would draw more people downtown
- It would increase the time people spend there

Question 7 – *How much risk should the city tolerate to achieve long-term benefits?*

- Have to take a risk or nothing changes
- Not taking a risk makes things worse in time

Section 3: The way a city sells property may matter as much as what gets built.

Question 8 – *Should the city prioritize price, public benefit, or a balance?*

- Public benefit should be the biggest consideration
- The sale price for that lot is minimal in the big scheme
- A private developer can build it cheaper/better than the city could
- Perhaps contact the Koelsch family (55+ living – disposable income)

Question 9 – *How important is it that the city retain influence through tools like development agreements, design standards, or performance benchmarks?*

- Extremely important
- Simply selling the lot provides little benefit
- We need to ensure we maximize public benefit
- Absolutely critical the city retains influence in all three

Question 10 – *What expectations should the city set for a private developer on this site?*

- Must have a public space
- Mixed use living
- Park space
- Public parking
- Residential/Business use

Exit Question:

Question 11 – *What is the biggest opportunity we risk missing if we do nothing?*

- If it doesn't grow... it shrinks and dies (we become irrelevant)
- Lose revenue

Nichols/Bryant/Collins Table

Entrance Question

Question 1 – *Who is downtown not working well for today, and how could that change?*

- Vacant buildings an issue
- Lack of nightlife
- Streetlights insufficient
- Need to be open later
- Lingered unhoused
- Lack of public restrooms
- Public defecation and urination
- Trash in bushes

Section 1: Alternative uses for a healthy downtown

Question 2 – *What kinds of uses are missing today that would encourage people to stay longer in downtown?*

- Businesses staying open later and 7 days a week
- Owner operated businesses
- Lack of an outdoor public space
- Need additional housing
- Community gathering area, mini amphitheater
- More upscale options
- Food trucks

Question 3 – *How important is housing downtown? What types of housing (market rate, workforce, etc.) would help push downtown forward?*

- Convenient to live downtown
- More diverse housing options – affordable and market rate
- Benefits/ideas for downtown residents
 - Walking downtown
 - Mural Walk
 - Art pubcrawl
 - More events

Question 4 – *What types of benefits or impacts would additional housing opportunities provide for downtown?*

- More people
- More diversity
- More activated spaces
- Opportunities for different type of businesses

Section 2: Public spaces in downtown

Question 5 – *Should the city seek to include a new public plaza, park, or other amenity as part of the redevelopment of the site? What type of amenity would provide the most public benefit?*

- Yes
- Large enough to hold events
- Restrooms
- Covered area
- Seating
- Accessibility
- Kid space
- Squirrel bridges

Question 6 – *How would a public space support nearby businesses?*

- Bring more people downtown
- Boost business
- Designated event space
- Rooftop restaurants/Ferris Wheel

Question 7 – *How much risk should the city tolerate to achieve long-term benefits?*

- Be aggressive with timelines
- Be realistic
- Motels
- More sports facilities

Section 3: The way a city sells property may matter as much as what gets built.

Question 8 – *Should the city prioritize price, public benefit, or a balance?*

- Public benefit over cash
- Cash sale only would be a missed opportunity
- Apartments (housing)

Question 9 – *How important is it that the city retain influence through tools like development agreements, design standards, or performance benchmarks?*

- Establish committee to oversee development of property
- Very hands on
- Parking for residents
- Establish aggressive, yet reasonable benchmarks
- Be bold
- Remove barriers

Question 10 – *What expectations should the city set for a private developer on this site?*

- Time benchmarks
- Aesthetic standards
- Visible progress can ease long timelines
- Community art project
- People want to see an investment in Longview that makes people stay
- Something that can be celebrated along the way

Exit Question:

Question 11 – *What is the biggest opportunity we risk missing if we do nothing?*

- Staying the same, downtown struggles
- Investment in our community
- Change of mentality
- Doing what we do well

Kendall/Fraidenburg Table

Entrance Question

Question 1 – *Who is downtown not working well for today, and how could that change?*

- Not accessible for parking (public)
- Elderly folks
- Businesses that rely on street traffic
- Lack of opportunities, late night options
- Small business and city incentives
- Tree lights
- Filling empty storefronts with artwork or displays
- Shops open later
- Diversity of business
- Event venue/plaza
- Additional residences downtown

Section 1: Alternative uses for a healthy downtown

Question 2 – *What kinds of uses are missing today that would encourage people to stay longer in downtown?*

- More residential housing
- Downtown promotion, “visit downtown” brochure or app
- Monthly business highlight for downtown
- What buildings are available downtown for refurbishment
- Keep street visibility with storefronts
- Connect businesses to services
- Outdoor seating

Question 3 – *How important is housing downtown? What types of housing (market rate, workforce, etc.) would help push downtown forward?*

- Market rate housing – have disposable income typically
- Upper floor refurbishment difficult due to fire sprinkler requirements, lack of contractors

Question 4 – *What types of benefits or impacts would additional housing opportunities provide for downtown?*

- More foot traffic
- More customers to keep businesses open later
- Change in customer needs with more folks living in the immediate area
- Younger generations seeking this type of housing

Section 2: Public spaces in downtown

Question 5 – *Should the city seek to include a new public plaza, park, or other amenity as part of the redevelopment of the site? What type of amenity would provide the most public benefit?*

- Have plaza in front of Columbia Theater, Circle not far away
- May take away from parking which would take away from businesses
- Costly not having a place to park

Question 6 – *How would a public space support nearby businesses?*

- Food trucks
- Saturday or Sunday markets
- Place to sit and take a break
- Consistency – expect excellence (reference farmers market decline)
- Some standards on operating hours for businesses
- Missing civic-minded leaders
- Need good faith effort from City management

Question 7 – *How much risk should the city tolerate to achieve long-term benefits?*

- City has to identify what they want leadership going for – goals and objectives identification – Train leaders and work side by side
- Locomotive restoration example of how the City could be more efficient
- When city turns their back it makes it hard
- Business owners shy to commit
- Historic city needs to be restored
- Parking lot at Merk could be green space
- Bathrooms needed, but attract issues. Build downtown first then add bathrooms

Section 3: The way a city sells property may matter as much as what gets built.

Question 8 – *Should the city prioritize price, public benefit, or a balance?*

- Balance price, public benefit
- Make sure current businesses aren't pushed out

Question 9 – *How important is it that the city retain influence through tools like development agreements, design standards, or performance benchmarks?*

- Extremely important from a vision standpoint
- Make sure it matches and looks alike to other building downtown
- Replace parking that any development would take away
- Parking is an issue – all full. Could lose people downtown because a new building comes in
- Parking lots and infrastructure is city's responsibility.
- Oil tanks in ground that were paved over

Question 10 – *What expectations should the city set for a private developer on this site?*

- Water backflow and shutoff at each building
- LIDs or BIAs can help pay for the parking lots

Exit Question:

Question 11 – *What is the biggest opportunity we risk missing if we do nothing?*

- Doing nothing means things will stay the same or get worse
- Not having money to fix lots
- Losing control
- If we do nothing we will never realize our potential
- Potential energy; find a way to turn it to kinetic energy
- Have a gathering place for the running start kids



City of Longview

Agenda Summary

FISCAL YEAR 2026 HOME INVESTMENT PARTNERSHIP PROGRAM ALLOCATIONS

RECOMMENDED ACTION:

- 1) HOLD A PUBLIC HEARING FOR FY 2026 HOME PROGRAM GRANT ALLOCATIONS.
- 2) MOTION TO ALLOCATE \$100,000 OF HOME FUNDS TO FOUNDATION FOR THE CHALLENGED FOR REMODEL OF SINGLE-FAMILY HOME FOR AFFORDABLE HOUSING AND \$14,321 TO LOWER COLUMBIA CAP FOR OPERATING FUNDS.

COUNCIL INITIATIVE ADDRESSED:

Advancing economic opportunity and community vitality

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

2026 Applications
Foundation for the Challenged XV: \$100,000

As the city does not have an application for CHDO Operating Funds, Lower Columbia CAP submitted a letter requesting fund.

FINANCIAL SUMMARY:

Allocation of \$100,000 of FY26 HOME Funds.

STAFF CONTACT:

Kenny Robinson, Program Coordination Specialist

Attachments: None



City of Longview

Agenda Summary

FISCAL YEAR 2026 COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATIONS

RECOMMENDED ACTION:

- 1) **HOLD A PUBLIC HEARING FOR FY 2026 CDBG PROGRAM GRANT ALLOCATIONS.**
- 2) **MOTION TO ALLOCATE FY2026 CDBG FUNDING AS FOLLOWS:**
 - **\$100,448.76 TO LONGVIEW FIRE FOR THE STATION 81 ALERT SYSTEM.**
 - **\$90,000 TO THE CAMPUS TOWERS FOR WATER HEATER REPLACEMENT.**
 - **\$12,062.24 TO LONGVIEW FIRE FOR SAFETY EQUIPMENT.**
 - **\$26,609.50 TO HOUSING OPPORTUNITIES OF SOUTHWEST WASHINGTON FOR RENT WELL TENANT EDUCATION.**
 - **\$20,000 TO LONGVIEW PARKS AND REC FOR 2027 SUPER SUMMERS.**
 - **\$15,000 TO THE LONGVIEW COMMUNITY DEVELOPMENT & ENGINEERING DEPARTMENT FOR A DOWNTOWN LIGHTING STUDY.**

COUNCIL INITIATIVE ADDRESSED:

Strengthening community safety
 Investing in infrastructure
 Advancing economic opportunity and community vitality

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

FY 2026 CDBG program applications:

Main Entitlement Projects:

- Longview Fire-Station 81 alter system: \$100,448.76
- Longview Fire-Safety equipment: \$97,576.68
- Campus Towers-Water heater replacement: \$90,000
- Lower Columbia CAP-Homeowner rehabilitation: \$100,000

Public Service Projects:

- Longview Parks and Rec-Super Summers: \$40,000
- Housing Opportunities of Southwest Washington-Rent Well Tenant Education: \$44,845.00

Planning and Administration Projects:

- Community Development Department-Downtown Lighting Study: \$15,000
- Community House on Broadway-TBRA Administration: \$10,000

FINANCIAL SUMMARY:

\$264,118 of CDBG funding to be allocated.

STAFF CONTACT:

Kenny Robinson, Program Coordination Specialist

Attachments: None



City of Longview

Agenda Summary

RESOLUTION NO. 2619 – ADOPTION OF 0.1% SALES AND USE TAX FOR CRIMINAL JUSTICE FUNDING

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION 2619 AND DIRECT STAFF TO SUBMIT GRANT APPLICATION TO THE CRIMINAL JUSTICE TRAINING COMMISSION RELATED TO HB 2015.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Community Safety
Empowered & Connected Community
Vibrant Neighborhoods & Public Spaces
Community First Service
Responsible & Honest Governance

CITY ATTORNEY REVIEW: REQUIRED or N/A

SUMMARY STATEMENT:

This resolution authorizes the City of Longview to impose an additional 0.1% local sales and use tax, as permitted by 2025 state legislation, to support criminal justice services. The measure is intended to address increased demand on law enforcement resources, including significant growth in population and service calls since 1980. The resolution affirms the city's eligibility for state grant funding by meeting required policing standards and directs implementation of the tax beginning January 1, 2027, with revenues dedicated to enhancing public safety and criminal justice operations.

STAFF CONTACT:

Police Chief Robert Huhta

Attachments:

1. Resolution 2619

Resolution No. 2619

A Resolution of the City of Longview, Washington, enacting an additional sales and use tax of one-tenth of one percent, as authorized in section 201, Chapter 350, Laws of Washington 2025, for criminal justice purposes; and providing for severability and establishing an effective date.

WHEREAS, the Legislature enacted House Bill 2015 in the 2025 legislative session to provide qualified cities, towns, or counties to authorize, by resolution or ordinance, a new local option sales and use tax of one-tenth of one percent (0.1%) for criminal justice purposes; and

WHEREAS, the City of Longview Council seeks to enhance criminal justice funding; and

WHEREAS, the City's patrol staffing levels have remained at current levels since 1980, while the population has increased by 22.8% and although calls for police service have increased by 43%; and

WHEREAS, the City of Longview, through its law enforcement agency, Longview Police Department, meets the requirements to receive a grant from the Local Law Enforcement Grant Program created in Section 101, Chapter 350, Laws of Washington 2025; and

WHEREAS, the City of Longview receives distributions from the sales and use tax authorized by RCW 82.14.340 for criminal justice purposes and receives distributions from the public safety sales and use tax authorized by RCW 82.14.450 for public safety; and

WHEREAS, the City of Longview voters have not repealed by referendum the criminal justice sales tax imposed pursuant to RCW 82.14.340 or rejected a ballot proposition to impose the public safety sales tax authorized by RCW 82.14.450 in the previous 12 months;

NOW, THEREFORE, the city council of the City of Longview do ordain as follows:

Section 1. Findings.

- A. The City of Longview Council finds that the city, through its law enforcement agency, Longview Police Department, meets the requirements to receive a grant from the Local Law Enforcement Grant Program created in Section 101, Chapter 350, Laws of Washington 2025, having:
1. Issued and implemented policies consistent with RCW 43.17.425 and 10.93.160, and the office of the attorney general's keep Washington working act guide, model policies, and training recommendations for state and local law enforcement agencies;
 2. Participated in commission trainings as required by RCW 43.101.455 and 36.28A.445;
 3. Issued and implemented policies and practices regarding use of force and de-escalation tactics consistent with RCW 10.120.030 and the office of the attorney general's model policies, and all other commission and attorney general model policies regarding use of force for law enforcement, including, but not limited to, duty to intervene and training and use of canine teams;
 4. Implemented use of force data collection and reporting consistent with chapters 10.118 and 10.120 RCW when the program is operational, as confirmed by a notice from the attorney general's office to all police chiefs and sheriffs;
 5. Issued and implemented policies and practices consistent with chapters 7.105 and 9.41 RCW and the commission model policies and training addressing firearm relinquishment pursuant to court orders;
 6. A 25 percent officer completion rate with the commission's 40-hour crisis intervention team training;

7. A 100 percent officer compliance rate for those officers required to complete trauma-informed, gender-based violence interviewing, investigation, response, and case review training developed or approved by the commission pursuant to RCW 43.101.272 and 43.101.276, and if requested by the commission, participated in agency case reviews;
8. Received funding from a sales and used tax authorized pursuant to RCW 82.14.340 or RCW 82.14.450;
9. A chief of police who is certified by the criminal justice training commission, and who has not been convicted of a felony anywhere in the United States or under foreign law, or been convicted of a gross misdemeanor involving moral turpitude, dishonesty, fraud, or corruption; and
10. Issued and implemented policies and practices that prohibit volunteers who assist with agency work from enforcing criminal laws, other than for assistance with special event traffic and parking, including engaging in pursuits, detention, arrests, the use of force, or the use of deadly force; carrying or the use of firearms or other weapons; or the use of dogs to track people or animals other than for purposes of search and rescue; and that set forth the required supervision of volunteers, including that they must be clearly identifiable by the public as distinguishable from peace officers and any identifying insignia must be officially issued by the agency and only used when on duty.

B. The City of Longview has provided the criminal justice training commission with a detailed staffing plan specifying the following:

1. The total number of commissioned officers currently employed by the agency;
2. The total number of specially commissioned officers currently employed by the agency;
3. The total number of co-response teams established within the agency and what staffing are included in each co-response team;
4. The total number of administrative staff currently employed by the agency;
5. The number of officers on flexible work schedules;
6. The average 911 response rate of the agency over the 12-month period immediately preceding the month in which the city[town] is submitting documentation to the criminal justice training commission; and
7. The average case closure rate of the city[town] over the 12-month period immediately preceding the month in which the county is submitting documentation to the criminal justice training commission.

C. The City of Longview Council directs the city to submit required documentation to the criminal justice training commission demonstrating that the city meets the requirements of Section 101, Chapter 350, Laws of Washington 2025.

Section 2. Tax Imposed.

A. Tax Imposed

To provide funding for criminal justice purposes as authorized by Section 201, Chapter 350, Laws of Washington 2025, an additional one-tenth of one percent (0.1%) sales and use tax is hereby levied, fixed, and imposed on all taxable events within the city as defined in chapter 82.08, 82.12, or 82.14 RCW.

B. Applicability of the Tax

The tax shall be imposed upon and collected from those persons from whom sales tax or use tax is collected in accordance with chapter 82.08 or 82.12 RCW, and shall be collected at the rate of one-tenth of one percent of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax.

C. Additional Tax

The additional sales and use tax shall be in addition to all other existing sales and use taxes currently imposed by the city.

Section 3. Notice to Department of Revenue.

The clerk is requested to submit this resolution to the Department of Revenue and take all steps necessary to implement and collect the tax imposed by this Ordinance.

Section 4. Severability.

If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 5. Effective Date.

This ordinance shall take effect and be in full force five (5) days after publication. The additional tax imposed by Section 2 shall apply to taxable events occurring on or after January 1, 2027.

PASSED this ____ day of _____, 2026.

APPROVED

Mayor

ATTEST

City Clerk

Date

Date published

APPROVED AS TO FORM

City Attorney

Date



City of Longview

Agenda Summary

APPROVAL OF APRIL 23, 2026 REGULAR MEETING MINUTES

Attachments:

1. City Council Minutes April 23, 2026



City of Longview

1525 Broadway
Longview, WA 98632
www.ci.longview.wa.us

Minutes

City Council

*Mayor Erik Halvorson
Mayor Pro Tem Keith Young
Council Member Chris Bryant
Council Member Mike Claxton
Council Member Ruth Kendall
Council Member Kalei LaFave
Council Member Wayne Nichols*

Thursday, April 23, 2026

6:00 PM

2nd Floor, City Hall

The City Hall is accessible for persons with disabilities. Special equipment to assist the hearing impaired is also available. Please contact the City Executive Office at 360.442.5004 at least 48 hours in advance if you require special accommodations to attend the meeting.

If you are participating virtually, you may submit written comments to the City Clerk’s Office with the subject line “Public Comment for Disbursement to City Council.”

Virtual attendees may comment verbally during public hearings only and is only permitted for registered attendees. To participate, please contact the Clerk’s Office in advance. Use the “raise hand” feature during the hearing, and the Clerk will unmute participants in the order received. If calling in by phone, dial star - 9 to raise your hand.

<https://us02web.zoom.us/j/82394132374>

Telephone options (dial any of the following numbers):

1-253-215-8782 or 1-346-248-7799 or 1-408-638-0968 or 1-669-900-6833

Webinar ID: 823 9413 2374

1. **CALL TO ORDER**

Mayor Halvorson called the meeting to order at 6:01 p.m.

2. **INVOCATION*/FLAG SALUTE**

The flag salute was recited.

3. **ROLL CALL**

Present: Mayor Halvorson, Mayor Pro Tem Young, Councilmember Bryant, Councilmember Claxton, Councilmember Kendall (on-line), Councilmember LaFave, Councilmember Nichols

Staff Present: Interim City Attorney Charlotte Archer, Public Works Director/Assistant City Manager Chris Collins, Community & Economic Development Director Nick Little, Police Chief Robert Huhta, Human Resources Director Sabrina Fraidenburg, Public Information Officer Angela Abel, Information Technology Director Mike Sullivan, City Clerk Tiffany Ostreim

4. **WORKSHOP**

5. APPROVAL OF MINUTES**26-00309 APRIL 9, 2026 REGULAR MEETING**

A motion was made by Councilmember Bryant, seconded by Councilmember LaFave, to approve the April 9, 2026 Regular Minutes. The motion carried unanimously.

6. CHANGES TO THE AGENDA**7. PRESENTATIONS & AWARDS****8. CONSTITUENTS' COMMENTS - NON-AGENDA ITEMS (Thirty Minutes)**

Derek Fine provided public comment.

Mike Pederson provided public comment.

Clint Hash provided public comment.

Tiana Moorhead provided public comment.

9. PUBLIC HEARINGS**10. CONSTITUENTS' COMMENTS - AGENDA ITEMS (Thirty Minutes)**

A citizen, name unstated, provided public comment.

Angela Day provided public comment.

Dustin Frostad provided public comment.

Susan Mayo provided public comment.

Mike Pederson provided public comment.

Clint Hash provided public comment.

Teresa Purcell provided public comment.

11. BOARD & COMMISSION RECOMMENDATIONS**26-00361 REVENUE COMMITTEE REPORT ON HB 2015**

Police Chief Robert Huhta gave a presentation on HB 2015.

Council discussed the presentation.

A motion was made by Councilmember Young, seconded by Councilmember LaFave, to direct staff to bring a resolution for the councilmatic 1% sales tax to the May 14 council meeting.

An amendment was made by Councilmember Bryant, seconded by Councilmember Young, to direct staff to bring information on the grant in combination with the resolution.

The amendment to the motion carried unanimously.

The main motion as amended carried unanimously.

12. ORDINANCES & RESOLUTIONS**13. MAYOR'S REPORT****26-00348 RESOLUTION NO. 2618 - ESTABLISHING THE ORDER OF BUSINESS OF THE CITY COUNCIL, PROVIDING FOR THE EXPEDITIOUS CONDUCT OF CERTAIN ROUTINE MATTERS, AND REPEALING RESOLUTION NO. 2407**

RECOMMENDED ACTION:**MOTION TO ADOPT RESOLUTION NO. 2618**

A motion was made by Mayor Halvorson, seconded by Councilmember Bryant, to adopt Resolution No. 2618.

Council discussed

The motion carried unanimously.

Mayor Halvorson provided a verbal report.

14. COUNCILMEMBERS' REPORTS

Councilmember LaFave provided a verbal report.

Assistant City Manager/Public Works Director Chris Collins provided information on the organizational chart, HR and Finance positions and funding sources.

Councilmember Nichols provided a verbal report.

Councilmember Young provided a verbal report.

Councilmember Bryant provided a verbal report.

Councilmember Claxton provided a verbal report.

Councilmember Kendall provided a verbal report.

15. CONSENT CALENDAR

A motion was made by Councilmember Young, seconded by Councilmember Nichols, to approve the Consent Calendar as presented.

Police Chief Huhta explained the Byrne Justice Assistant Grant.

The motion carried unanimously.

26-00184 APPROVAL OF CLAIMS**26-00277 RESOLUTION NO. 2614 - SURPLUS CITY PROPERTY/EQUIPMENT****RECOMMENDED ACTION:****MOTION TO ADOPT RESOLUTION NO. 2514****26-00310 RESOLUTION NO. 2615 - AMENDMENT TO THE PARKS, RECREATION, AND OPEN SPACE (PROS) PLAN****RECOMMENDED ACTION:****MOTION TO ADOPT RESOLUTION NO. 2615****26-00346 RESOLUTION NO. 2616 - 2025 BYRNE JUSTICE ASSISTANT GRANT (JAG) PROGRAM AWARD****RECOMMENDED ACTION:**

MOTION TO ADOPT RESOLUTION NO. 2616 - AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH COWLITZ COUNTY REGARDING THE 2025 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

26-00345 RESOLUTION NO. 2617 - PROFESSIONAL SERVICES AGREEMENT WITH STRUCTURED COMMUNICATION SYSTEMS, INC. FOR CYBERSECURITY SERVICES TO UPDATE THE CITY INCIDENT RESPONSE PLAN AND CONDUCT TWO TABLETOP EXERCISES, FUNDED BY THE 2024 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM**RECOMMENDED ACTION:**

MOTION TO ADOPT THE RESOLUTION AUTHORIZING THE CITY MANAGER TO

EXECUTE THE PROFESSIONAL SERVICES AGREEMENT WITH STRUCTURED COMMUNICATIONS SYSTEMS, INC.

26-00356 RESOLUTION NO. 2620 - ACCEPTING THE 2025 ANNUAL REPORT FROM THE PDA

RECOMMENDED ACTION:
MOTION TO ADOPT RESOLUTION NO. 2620

26-00357 SET A PUBLIC HEARING FOR PUBLIC COMMENT ON THE CITY'S ANNUAL ACTION PLAN ON MAY 28TH, 2026.

RECOMMENDED ACTION:
SET A PUBLIC HEARING FOR MAY 28TH, 2026.

16. **CITY MANAGER'S REPORT**

26-00328 HOPE VILLAGE FOLLOW-UP DISCUSSION

RECOMMENDED ACTION:
WHILE NO FORMAL ACTION IS REQUIRED, STAFF ARE SEEKING DIRECTION FROM COUNCIL SHOULD THEY WISH TO PROVIDE IT BASED ON THE INFORMATION PRESENTED

Assistant City Manager/Public Works Director Chris Collins gave an update on the monthly costs of Hope Village.

Police Chief Robert Huhta gave an update on homelessness and Hope Village. Council discussed.

Attorney Archer commented on legal parameters.

A motion was made by Mayor Halvorson, seconded by Councilmember LaFave, to begin the surplus for the 50 units and any portable equipment on the Hope Village site back at the May 14 meeting.

Information Technology Director provided clarification on the Star Link at the site. Council discussed.

The motion failed by the following vote:

Ayes: Mayor Halvorson, Councilmember LaFave, Councilmember Young

Nays: Councilmember Nichols, Councilmembers Claxton, Councilmember Kendall

Abstained: Councilmember Bryant

Council concurred to direct staff to bring back additional information at the May 28 council meeting including outreach to community partners to see what they are seeing, the point-in-time count, discussion with lobbyists on impacts in the future, and legal briefing on homelessness from City Attorney Archer.

26-00358 STAFF UPDATE - COWLITZ COUNTY ANIMAL SHELTERING

RECOMMENDED ACTION:
RECEIVE UPDATE ON ANIMAL SHELTERING; PROVIDE DIRECTION TO STAFF TO INITIATE ZONING CODE UPDATE

Assistant City Manager/Public Works Director Collins gave an update.

Community Development Director Nick Little gave information on the current use. Need council direction to pursue a legislative amendment to the zoning ordinance for access and addressing animal housing. Would go to the Planning Commission June 3 and be brought back to City Council July 14.

Council concurred.

17. **MISCELLANEOUS**

18. **EXECUTIVE SESSION**

19. **ADJOURNMENT**

The meeting was adjourned at 8:17 p.m.

*Tiffany Ostreim
City Clerk*

*Approved: _____
Mayor*

NEXT REGULAR COUNCIL MEETINGS:

THURSDAY, MAY 14, 2026 – 6:00 P.M.

THURSDAY, MAY 28, 2026 – 6:00 P.M.

NEXT SPECIAL COUNCIL WORKSHOP:

THURSDAY, MAY 21, 2026 – 6:00 P.M. – FIRE/EMS LEVIES



City of Longview

Agenda Summary

APPROVAL OF CLAIMS

Based upon the authentication and certification of claims and demands against the city, prepared and signed by the City's auditing officer, and in full reliance thereon, it is moved and seconded as shown in the minutes of this meeting that the following vouchers/warrants are approved for payment:

SECOND HALF APRIL 2026 ACCOUNTS PAYABLE: \$2,813,127.39

SECOND HALF APRIL 2026 PAYROLL:

\$474,384.48, checks
\$1,053,893.91, direct deposits
\$912,439.71, wire transfers
\$2,440,718.10 Total

STAFF CONTACT:

Lindy Kennedy, Accountant
Sara Rios, Payroll Specialist

Attachments: None



City of Longview

Agenda Summary

CONFIRMATION OF REAPPOINTMENT OF A HEARING EXAMINER PURSUANT TO LMC 1.32

RECOMMENDED ACTION:

CONFIRMATION OF REAPPOINTMENT OF HEARING EXAMINER

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Strengthen Community Safety

SUMMARY STATEMENT:

The city's Hearing Examiner interprets, reviews, and renders decisions on appealed violations of Longview Municipal Code, or others matters as may be delegated by ordinance. Per LMC 1.32.140, hearing examiners are appointed on the basis of the qualifications and knowledge of the administrative or quasi-judicial process. They must be qualified to practice law in the state of Washington and can hold no other elective or appointed off in the city. The city hearing examiner's previous contract expired in January of 2026. The attached contract would be a reappointment of the previous hearing examiner. There were no changes to the provisions of the contract and base rates of compensation remain the same.

While rare, the hearing examiner is most frequently utilized when there is an appeal of a code enforcement notice and order, or determination by the building official of an unfit or substandard structure. Other items that may require the use of a hearing examiner include:

- Appeal of City Engineer's decision to revoke an issued permit
- Revocation of a taxicab business license
- SEPA appeals for city-sponsored or city-owned projects
- Appeals related to LMC 17.100 Water Supply Protection
- Appeals of City manager decisions related to stormwater, water, or sewer utilities
- Appeals of Community Development Director relating to shopping cart regulations
- Appeals of city manager decisions related to the water shortage response plan

FINANCIAL SUMMARY:

Estimated cost is \$250/hour; typically less than \$1000/year

STAFF CONTACT:

Nick Little, Community Development Director

Attachments:

1. Hearing Examiner PSA

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into the date last below written between the CITY OF LONGVIEW, WASHINGTON (“CITY”) AND MARK SCHEIBMEIR (“CONTRACTOR”).

1. SERVICES BY CONTRACTOR

- A. **Performance of Services.** The Contractor shall perform the services described in the scope of work attached hereto as Attachment A. All Services will be rendered to the best of the Contractor’s ability and in a timely and professional manner in compliance with all standards and rules reasonably established by the City.
- B. **Modification.** The City periodically may make changes to the services that are within the general scope of the Agreement by giving the Contractor written notice of such changes. If any change results in an increase or a reduction in the work that was contemplated to be performed by the Contractor as described in Attachment A, the Contractor’s compensation hereunder shall be modified accordingly.

2. PAYMENT

- A. The City shall pay the Contractor for such services: (Check One)
 Hourly: \$250 per hour, plus any additional expenses as approved in writing by the City Manager or his designee.
 Fixed Sum: A total amount of: _____.
 Other: _____,
- B. The Contractor shall maintain time and expense records and provide them not more frequently than monthly to the City, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.
- C. All invoices shall be paid by mailing a City warrant within 30 days of receipt of a proper invoice after approval of the Contractor’s completed tasks/deliverables to the date of the invoice or monthly report, as appropriate.
- D. The Contractor shall keep cost records and accounts pertaining to the Agreement available for inspection by the City’s representatives for three (3) years after final payment. Copies shall be made available on request.
- E. If the services rendered do not meet the requirements of the Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

- F. Contractor shall present no charges for time or expenses for travel to Longview City Hall or any other location where a hearing may be held.

3. DISCRIMINATION AND COMPLIANCE WITH LAWS

- A. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.
- B. The Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement, including where applicable the Longview Municipal Code.
- C. Violation of this Section 3 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

4. TERM AND TERMINATION OF AGREEMENT

- A. **Term.** This Agreement shall remain in effect until either party terminates the Agreement as provided herein.
- B. **Rights upon Termination.** This Agreement may be terminated by either party without cause upon thirty days' written notice, in which event all finished or unfinished documents, reports, or other material or work of Contractor pursuant to this Agreement shall be submitted to the City, and the Contractor shall be entitled to just and equitable compensation at the rate set forth in Paragraph 2 for any satisfactory work completed prior to the date of termination.
- C. **Noninterference with business.** During the course of the Contractor's performance of the services for the City and for a period of twelve (12) months after the completion of such services, the Contractor will not interfere with the City's business in any manner, including without limitation, encouraging anyone to leave the City's employ or encouraging any employee or independent contractor to sever that person's relationship with the City.

5. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda, and other documents developed under this Agreement, excepting Contractor's personal notes, whether finished or not, shall become the property of the City, shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if it uses products prepared by the Contractor for purposes

other than those intended in this Agreement, it does so at its sole risk and it agrees to hold the Contractor harmless therefore.

6. GENERAL ADMINISTRATION AND MANAGEMENT

The City Manager of the City, or his/her designee, shall be the City's representative and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices under this Agreement.

7. INDEMNIFICATION AND HOLD HARMLESS

- A. The Contractor shall protect, defend, indemnify, and save harmless the City, its officers, employees, and agents from any and all cost, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omission of the Contractor. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agent. For this purpose the Contractor, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- B. The City shall protect, defend, indemnify and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omission of the City. The City agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the City, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provision of this article, all such fees, expenses, and costs shall be recoverable from the City.
- C. The Contractor will indemnify, defend, and hold the City (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent contractors, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) the Contractor's breach of any obligations, representations, or warranties under the Agreement, (b) the Contractor's outside business activities, or (c) the infringement or misappropriation by the Contractor of any foreign or United States patent, copyright, trade secret, or other proprietary right in results.

8. INSURANCE; RISK OF LOSS

The Contractor shall maintain insurance that is sufficient to protect the Contractor's business against all applicable risks. The Contractor will provide the City with certificates of insurance and other supporting materials as City reasonably may request to evidence Contractor's continuing compliance with this Section 8.

9. INDEPENDENT CONTRACTOR

- A. **Nature of Relationship.** The Contractor shall be and act as an independent Contractor (and not as the employee, agent, or representative of the City) in the performance of the services for the City. This Agreement shall not be interpreted or construed as creating or evidencing an association, joint venture, partnership, or franchise relationship among the parties or as imposing any partnership, franchise, obligation, or liability on any party. The Contractor will not represent himself/herself as an employee of the City. The Contractor shall not be entitled to, and shall not attempt to, create or assume any obligation, express or implied, on behalf of the City. So long as the Contractor is able to adequately perform all of the Contractor's obligations under the Agreement in a skilled and workmanlike manner. Since the Contractor will not be an employee of the City, the Contractor will not be entitled to any of the benefits that the City may make available to its employees, such as but not limited to vacation leave, sick leave, or insurance programs, including group health insurance or retirement benefits; nor shall the Contractor permit or cause any of the Contractor's employees, agents, or subcontractors to perform any services under the Agreement in such a way as to cause or enable them to become, or claim to have become, employees, common law or otherwise, of the City. In addition, the Contractor acknowledges that as an independent contractor, he/she/it and or his/her/its agents, servants, or employees are not eligible to recover worker's compensation benefits from or through the City in the event of injury.
- B. **Contractor Responsible for Business License, Taxes and Records.** The Contractor will be solely responsible for and will file, on a timely basis, all tax returns and payment required to be filed with or made to any federal, state, or local tax authority with respect to the Contractor's performance of the services and receipt of fees under the Agreement. The Contractor will be solely responsible for and must maintain adequate records of expenses incurred in the course of performing the services under the Agreement. No part of the Contractor's payment will be subject to withholding by the City for the payment of any social security, federal, state or any other employee payroll taxes; nor shall the City be obligated to make any such withholdings and/or payments on behalf of any employee, subcontractor, supplier, or other person working for or engaged by the Contractor to perform the Contractor's obligations under the Agreement. The City will regularly report amounts

paid to the Contractor by filing Form 1099-MISC with the Internal Revenue Service as required by law.

10. SUBLETTING OR ASSIGNING AGREEMENT

Neither the City nor the Contractor shall assign, transfer, or encumber any rights, obligations, duties, or interests accruing or arising from this Agreement without the express prior written consent of the other. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.

11. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of the Contractor's activities except as set for in this Agreement.

12. GENERAL PROVISIONS

- A. **Governing Law.** The Agreement will be governed by the laws of the State of Washington and its choice of law rules. The Contractor irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in Cowlitz County, Washington or the applicable federal court for such County, with respect to any dispute arising out of or in connection with the Agreement, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.
- B. **Severability.** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The City and the Contractor agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- C. **Nonwaiver.** Any failure by the City or Contractor to enforce strict performance of any provision of the Agreement will not constitute a waiver of the City or Contractor's right to subsequently enforce such provision or any other provision of the Agreement.
- D. **City Marks.** The Contractor will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or log confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
- E. **Notices.** All notices and other communications required under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address as follows:

CITY: Jennifer Wills, City Manager
City of Longview
1525 Broadway

Longview, WA 98632

CONTRACTOR: Mark Scheibmeir
299 NW Center Street
Chehalis, WA 98532

- F. **Legal Fees.** In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses. The venue for any dispute related to this Agreement shall be Cowlitz County, Washington.
- G. **Counterparts.** The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.
- H. **Captions.** The captions in this Agreement are for convenience only and do not in any way limit or amplify particular provisions.

13. EXTENT OF AGREEMENT/MODIFCATION

This Agreement together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

INWITNESS WHEREOF, the parties have executed this Agreement as of ^{May} ~~January~~ _____, 2022. ~~2026~~.

CONTRACTOR

CITY OF LONGVIEW

By: _____ By: _____
 Mark Scheibmeir Jennifer Wills
 Attorney-at-Law City Manager

Tax ID# _____

Approved as to form:

By: _____
 James Goodman
 Senior Assistant City Attorney

ATTACHMENT A SERVICES & COMPENSATION

1. The Services

1.1 General Description

Provide services as Hearing Examiner; and as set forth in the Longview Municipal Code as now provided or hereafter amended and in accordance with applicable state and federal law.

The Hearing Examiner shall receive and examine all available information, conduct hearings, prepare findings of fact and conclusions of law in accordance with adopted City regulations and policies, and render decisions in writing within ten (10) working days after the close of the hearing, that are clear, complete and internally consistent, factually accurate and legally sufficient.

Hearing Examiner will comply with all requirements, including time limits of City code and statutory provision that are applicable to the cases under their jurisdiction.

Unless a conflict of interest is identified by the Hearing Examiner, the Hearing Examiner agrees that they will accept all cases assigned as scheduled for hearings, or notify the City in writing at least twenty (20) days prior to the hearing of their inability to preside over the hearing.

Hearing Examiner will provide their own transportation to and from hearings. The Hearing Examiner will provide their own office equipment and clerical services for issuing decisions and correspondence.

The City will provide facilities to conduct hearings, including hearing room and recording, and the temporary work space on the day of the hearing.

Conflict of Interest

Hearing Examiner will recuse themselves from any case in which they have a personal or financial interest. Hearing Examiner agrees to conform to the requirements of the Appearance of Fairness Doctrine, RCW 42.36, during the pendency of any quasi-judicial proceeding.

Procedures and Exhibits

Any person acting as Hearing Examiner will explain the published rules and procedures to the participants of the hearing.

Any person acting as Hearing Examiner will be responsible for any and all exhibits accepted into the record, and to mark each exhibit with the date, case, and their signature. All such exhibits will be entrusted to the City after the Hearing Examiner has rendered a final decision on the matter.

Recesses and Continuances

The Hearing Examiner agrees to set all recessed or continued hearings to a time certain whenever possible. All such scheduling will be coordinated with the City to ensure that adequate facilities will be available.

Hearing Examiner Certification Regarding Ethics

The Hearing Examiner certifies that he is in compliance with RCW 42.52, Ethics in Public Service, and shall continue to comply with RCW 42.52. The provisions of RCE 42.52 shall apply either expressly , or by analogy.

1.2 Schedule

Contractor will begin providing services on _____, or after formal approval of this Agreement by the Longview City Council, whichever is later and will continue such services until either party terminates the Agreement as provided for herein.

1.3 Deliverable Items

See paragraph 1.1 above.

1.4 Designated Personnel

Contractor's main point of contact at the City will be Jennifer Wills, City Manager, or such other personnel as City may designate from time to time.

2. Compensation

2.1 Amount and Basis

Contractor will submit an invoice to the City for services performed and reimbursable expenses. The invoice will be in a form and content reasonably acceptable to City and will describe (a) the services performed; (b) the number of hours expended performing the services; and (c) any reimbursable expenses. Contractor will furnish such receipts, documents, and other supporting materials as City reasonably may request to verify the content of any invoice.



City of Longview

Agenda Summary

RESOLUTION NO. 2621 — APPROVING AMENDMENT NO. ONE TO INTERLOCAL AGREEMENT FOR ANIMAL SHELTERING AND ANIMAL CONTROL SERVICES (ADDING CITY OF KELSO)

RECOMMENDED ACTION:

MOTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE AMENDMENT NO. ONE TO THE INTERLOCAL AGREEMENT FOR ANIMAL SHELTERING AND ANIMAL CONTROL SERVICES TO ADD THE CITY OF KELSO AS A BENEFITTED MUNICIPALITY.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Support safe, healthy, and livable neighborhoods

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

The City of Longview (CITY) previously entered into an Interlocal Agreement (ILA) with Castle Rock and Woodland for the provision of animal sheltering and animal control services. The ILA authorizes benefitted municipalities to receive and participate in these services under standardized terms and cost allocations. The proposed Amendment No. One adds the City of Kelso (KELSO) as a Benefitted Municipality under the existing ILA. The amendment incorporates KELSO into the agreement's operational framework and cost-sharing structure, allowing KELSO to utilize sheltering and control services provided by SOCIETY through the CITY. All parties agree to comply with the established rules, fee schedules, service requirements, and responsibilities set forth in the underlying ILA.

No other material terms of the ILA are modified by this amendment, and all existing provisions remain in full force and effect..

RECOMMENDED ACTION:

City Legal recommends that the City Council authorize the City Manager to execute Amendment No. One to the Interlocal Agreement for Animal Sheltering and Animal Control Services, adding the City of Kelso as a Benefitted Municipality.

STAFF CONTACT:

James Goodman, Sr. Assistant City Attorney

Attachments:

1. Resolution No. 2621 for Amendment No. One for Animal Shelter
2. Amendment No.1 to ILA (adding Kelso)

Resolution No. 2621

A RESOLUTION OF THE CITY OF LONGVIEW, WASHINGTON, APPROVING AMENDMENT NO. ONE TO THE INTERLOCAL AGREEMENT FOR ANIMAL SHELTERING AND ANIMAL CONTROL SERVICES TO ADD THE CITY OF KELSO AS A BENEFITTED MUNICIPALITY, AND AUTHORIZING EXECUTION OF SAID AMENDMENT.

WHEREAS, the City of Longview ("CITY"), together with the Cities of Castle Rock and Woodland, previously entered an Interlocal Agreement ("ILA") establishing a shared administrative structure for the provision of animal sheltering and animal control services; and

WHEREAS, the ILA authorizes the addition of benefitted municipalities upon approval by the governing bodies of the participating jurisdictions; and

WHEREAS, the City of Kelso ("KELSO") has requested to join the ILA as a Benefitted Municipality and to participate in the regional framework for animal sheltering and animal control services; and

WHEREAS, Amendment No. One to the ILA incorporates KELSO into the existing agreement, establishing KELSO's participation, responsibilities, and cost-sharing obligations consistent with the terms applicable to other benefitted municipalities; and

WHEREAS, all other terms and conditions of the original ILA remain in full force and effect; and

WHEREAS, the City Council finds that approving Amendment No. One is in the best interest of the City and its residents, supports continued collaboration among neighboring jurisdictions, and promotes efficient, coordinated regional animal services;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON:

1. The City Council hereby approves Amendment No. One to the Interlocal Agreement for Animal Sheltering and Animal Control Services, adding the City of Kelso as a Benefitted Municipality, attached hereto as Exhibit 1.
2. The City Manager is authorized to execute Amendment No. One and to take all actions necessary to implement their terms.

[Remainder of page left blank intentionally; signatures below]

PASSED by the City Council of Longview, Washington, and approved by its Mayor
this 14th day May, 2026.

Mayor

ATTEST:

City Clerk

The City Council hereby approves Amendment No. One to the Interlocal Agreement for Animal Sheltering and Animal Control Services, adding the City of Kelso as a Benefitted Municipality, attached hereto as Exhibit 1.

**AMENDMENT NO. 1
TO
INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITIES OF CASTLE ROCK,
LONGVIEW, AND WOODLAND
FOR ANIMAL SHELTERING AND ANIMAL CONTROL SERVICES**

This Amendment No. 1 (“Amendment”) to the Interlocal Agreement by and Between the Cities of Castle Rock, Longview, and Woodland for Animal Sheltering and Animal Control Services (“ILA”) is entered into pursuant to RCW 39.34, the Interlocal Cooperation Act. This Amendment is effective on the date of the last signature below.

RECITALS

WHEREAS, the Cities of Castle Rock, Longview, and Woodland entered into the ILA for joint animal sheltering and animal control services through a contract with the Humane Society for Southwest Washington (the “Society”); and

WHEREAS, the ILA establishes the rights, responsibilities, cost sharing structure, participation requirements, and obligations of each “Benefitted Municipality” under the agreement; and

WHEREAS, the City of Kelso desires to join as a full Benefitted Municipality, subject to all terms, conditions, duties, obligations, compliance requirements, and cost-sharing responsibilities established in the ILA; and

WHEREAS, Section 22 of the ILA requires all amendments to be made in writing and approved by all Benefitted Municipalities;

NOW, THEREFORE, the Parties hereby amend the ILA as follows:

AMENDMENTS

- A. Addition of the City of Kelso as a Benefitted Municipality. The term “Benefitted Municipalities” shall be amended in every instance to include the City of Kelso, a Washington municipal corporation, as a full participating jurisdiction with identical rights and obligations as Castle Rock, Longview, and Woodland.

- B. Participation Requirements. The City of Kelso shall comply with all participation conditions set forth in Sections 4 through 7 of the ILA, including the requirement that Kelso adopt all necessary amendments to its municipal code consistent with the model ordinance language provided in Exhibit C, certify future compliance upon execution of this Amendment, and provide

confirmation of all adopted code amendments to the other Benefitted Municipalities and the Society within the timelines required under the ILA. Kelso's participation is expressly conditioned upon achieving full compliance with these provisions, and Kelso shall be subject to the same eligibility, compliance verification, and unanimous-consent requirements applicable to all other Benefitted Municipalities under the ILA.

C. Budget Authority and Cost Sharing. Section 9. Budget Authority is amended to include Kelso's annual cost share. The annual cost of the Agreement for Animal Shelter Services shall be shared by the Benefitted Municipalities in the following proportions:

- City of Longview:	\$218,902.84
- City of Woodland:	\$12,426.80
- City of Castle Rock:	\$10,753.96
- City of Kelso:	\$69,781.25
 Total:	 \$311,864.85

D. Notices. Section 14. Noticing / Representatives is amended to add:

City of Kelso:
 Andrew O. Hamilton, City Manager
 City of Kelso
 203 S. Pacific Avenue
 Kelso, WA 98626
 With a copy to:
 Stuart Feil, City Attorney
 City of Kelso
 (same address)

E. Exhibits. The City of Kelso agrees to be fully bound by all exhibits incorporated into the ILA, including the Agreement for Animal Shelter Services attached as Exhibit B and the model ordinance language attached as Exhibit C, and Kelso assumes all corresponding duties, obligations, and requirements established therein in the same manner and to the same extent as the existing Benefitted Municipalities.

F. Full Force and Effect. Except as expressly modified by this Amendment, all terms and conditions of the original ILA remain in full force and effect.

IN WITNESS WHEREOF, the Benefitted Municipalities have executed this Amendment No. 1 as of the dates below:

DATED _____, 2026.

CITY OF CASTLE ROCK

By _____
Name: _____
Title: _____

ATTEST:

By _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By _____
Name: _____
City Attorney

DATED _____, 2026.

CITY OF LONGVIEW

By _____
Name: _____
Title: _____

ATTEST:

By _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By _____
Name: _____
City Attorney

DATED _____, 2026.

CITY OF WOODLAND

By _____
Name: _____
Title: _____

ATTEST:

By _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By _____
Name: _____
City Attorney

DATED _____, 2026.

CITY OF KELSO

By _____
Name: _____
Title: _____

ATTEST:

By _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By _____
Name: _____
City Attorney



City of Longview

Agenda Summary

IAFF 828 COLLECTIVE BARGAINING AGREEMENT, JANUARY 1, 2026 – DECEMBER 31, 2028

RECOMMENDED ACTION:

APPROVAL OF THE IAFF LOCAL 828 COLLECTIVE BARGAINING AGREEMENT FOR 2026-2028.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Community Safety
Responsible & Honest Governance

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

On March 30, 2026 the International Association of Fire Fighters (IAFF) Local 828 and the City reached Tentative Agreement on a 2026-2028 Collective Bargaining Agreement. Articles of the contract were opened for review, and revisions were made to existing language.

Local 828 notified the City of its 45 member ratification on April 6, 2025.

The contract provides for a wage increase as follows:

Effective January 1, 2026: A general wage increase of 4.0%.

Effective January 1, 2027: A general wage increase of one hundred percent (100%) of the SeattleTacoma-Bellevue Consumer Price Index (CPI-W) with a minimum of three percent (3%) and a maximum of four percent (4%).

Effective January 1, 2028: A general wage increase of one hundred percent (100%) of the SeattleTacoma-Bellevue Consumer Price Index (CPI-W) with a minimum of three percent (3%) and a maximum of four percent (4%).

Additionally, all Local 828 members will remain on either the AWC/Regence or Kaiser Permanente High-Deductible Healthcare Plans. Members who opt-out of City paid medical insurance will receive \$750 per month to a personal VEBA account. Dental plans remain at 100% employer paid.

RECOMMENDED ACTION:

Approval of the IAFF Local 828 Collective Bargaining Agreement for 2026-2028.

STAFF CONTACT:

Sabrina Fraidenburg, Human Resources Director
Fire Chief Brad Hannig

Attachments:

1. IAFF L828 CBA 2026-2028 FINAL CLEAN April 2026

Labor Agreement
by and between
The City of Longview
and
International Association of
Fire Fighters, Local 828
2026-2028



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Preamble

THIS AGREEMENT is entered into this May ____, 2026 between the City of Longview, hereinafter referred to as "the City" and International Association of Fire Fighters, Local 828, hereinafter referred to as "the Union".

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences that may arise and to set forth the full and complete Agreement between the parties on wages, hours and other conditions of employment.

The parties to this Agreement recognize the intent of the Public Employee Collective Bargaining Act (effective to law July, 1967, by Chapter 108 of the Extraordinary Session Laws of the State of Washington for 1967 as amended by RCW 41.56, 1975) is to establish collective bargaining agreements between cities and unions representing city government employees.

The City recognizes the Union as the exclusive collective bargaining representative for the purpose of establishing wages, hours and other conditions of employment for all employees of the Longview Fire Department, specifically excluding the Fire Chief, Deputy Fire Chief, Fire Marshal, Battalion Chief, and Secretary.

Article 1 - Management Rights

- 1.1 The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the City has not officially abridged, delegated or modified by this Agreement are retained by the City. The Union recognizes the exclusive right of the City to establish reasonable work rules. The parties recognize that changes affecting wages, hours, and working conditions, except specifically addressed or outlined in this agreement, shall be made in accordance to RCW 41.56.
- 1.2 The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal employment and the public interest.
- 1.3 It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that the employee shall perform all such duties.
- 1.4 The City reserves the right to discipline or discharge for cause. The City reserves the right to lay-off for lack of work or funds, or the occurrence of conditions beyond the control of the City. The City shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed. The administration of the above conditions shall be consistent with this CBA and the Civil Service Rules and Regulations of the City.
- 1.5 Nothing in this Article shall have the effect of nullifying other sections of this Agreement.

Article 2 - Prohibition of Strikes and Lockouts

- 2.1 The Union shall neither cause nor counsel its members, or any of them, to strike, nor shall it in any manner cause them either directly or indirectly to commit any concerted

acts of work stoppage, slow down, or refusal to perform any customarily assigned duties for the City.

- 2.2 In applying the provisions of this Article, all of the terms used herein shall be given the meaning commonly understood.
- 2.3 The Union shall not be liable where the acts or actions enumerated herein are not caused or authorized directly or indirectly by the Union. However, whether or not the Union is liable for such acts or actions, any Employee who commits any of the acts prohibited in this Article shall be subject to the following penalties: (a) discharge as provided by law; (b) other disciplinary action as may be applicable; and (c) loss of all compensation, vacation benefits and holiday pay as determined by the City.
- 2.4 Upon notification confirmed in writing by the City, through the City Manager, to the Union that certain of its members are engaged in a wildcat strike, the Union shall immediately provide the City with a copy of such an Order, and a responsible official of the Union shall publicly order them to return to work. Such characterization of the strike by the City shall not establish the nature of the strike. Such notification by the Union shall not constitute an admission by it that a wildcat strike is in progress or has taken place or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the representations of the City. In the event a wildcat strike occurs, the Union agrees to take all reasonable effective and affirmative action to secure the member's return to work as promptly as possible. Failure of the Union to issue such order and/or take such action shall be considered in determining whether or not the Union caused or authorized, directly or indirectly, the strike.
- 2.5 The City will not lock out Employees; however, if any Employee is unable to work because equipment or facilities are not available due to a strike, work stoppage, or slow down by any other Employees, such inability to work shall not be deemed a lockout under the provisions of this Section.
- 2.6 It is mutually agreed that the provisions of this Article shall not be subject to the grievance procedure of this Agreement.

Article 3 - Union Security

- 3.1 All Employees who belong to the Union shall remain members of the Union and shall enjoy all rights and privileges thereof, and shall thereafter, tender the union dues, initiation fees, and house fund fees as determined by the Union.
- 3.2 The parties agree that it is not a condition of employment to be a member of the Union, based on the Supreme Court of the United States ruling in Janus v. AFSCME of 2018. However, in order to preserve solidarity, employee benefits, and job security, the Union encourages all eligible employees to become and remain a member in good standing of the Union. The City, while having to remain neutral in regard to membership, recognizes the Union as the sole bargaining unit representative relative to wages, hours, and working conditions for all fire fighters and officers as enumerated in RCW 41.56.
- 3.3 Employees desiring to become a member of the Union shall advise the City with an "Opt-In" letter provided by the Union. The "Opt-In" letter shall authorize the deduction of union dues/fees from the wages of the member to be forwarded to the Union.
- 3.4 Employees desiring to not be a member of the Union shall advise the City with an "Opt-Out" letter provided by the Union.

Article 4 - Prevailing Rights

- 4.1 All rights for Employees at the present time, which are not included in this Agreement, shall remain in force unchanged and unaffected in any manner by this Agreement, except as allowed for in Article 1.

Article 5 - Discrimination

- 5.1 The Employer agrees not to discriminate against any Employee for his/her Union affiliation or membership in the Union.
- 5.2 The Employer and the Union agree that they will not discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, sex, creed, age, national origin, religious belief, marital status, mental or physical disability, or service in the Uniformed Services of the United States, or union activity, affiliation, or status.

Article 6 - Salaries and Wages

- 6.1 **Salaries** during the term of this Agreement shall be calculated as follows:
Addendum B contains the complete salary schedule.
- 6.1.1 Effective January 1, 2026, the salary schedule for Firefighter shall be the following:
- | | |
|-----------------------------------|-------------|
| Master Firefighter | \$9,219.78. |
| Firefighter 1 st Class | 95% of MFF |
| Firefighter 2 nd Class | 90% of MFF |
| Firefighter 3 rd Class | 85% of MFF |
| Firefighter 4 th Class | 80% of MFF |
| Probationary Firefighter | 75% of MFF |
| Recruit Firefighter | 65% of MFF |
- 6.1.2 Effective January 1, 2027, the base salary for Master Firefighter and Fire Mechanic shall be increased by a percentage equal to one hundred percent (100%) of the Seattle-Tacoma-Bellevue Consumer Price Index (CPI-W) unadjusted for the period from June 2025 to June 2026 with a minimum of three percent (3%) and a maximum of four percent (4%).
- 6.1.3 Effective January 1, 2028, the base salary for Master Firefighter and Fire Mechanic shall be increased by a percentage equal to one hundred percent (100%) of the Seattle-Tacoma-Bellevue Consumer Price Index (CPI-W) unadjusted for the period from June 2026 to June 2027 with a minimum of three percent (3%) and a maximum of four percent (4%).
- 6.1.4 Firefighter/Paramedics shall receive a monthly paramedic incentive premium pay equal to ten percent (10%) of Master Firefighter base monthly salary.
- 6.1.5 Captain Pay: The salary schedule for the position of Captain shall be a two (2) step salary schedule as follows.;
- | | |
|----------------------|-------------|
| Captain | 117% of MFF |
| Probationary Captain | 113% of MFF |

As of January 1, 2026, all current Lieutenants shall be considered to be at the applicable Captain step.

As of January 1, 2026, all current Acting Lieutenants shall be considered to be Acting Captains.

As of January 1, 2026, the current promotional list for Lieutenant will be in force and utilized for any promotion to Captain until the expiration of the list (October 2027).

6.1.6 Captain/Paramedic: Firefighter/Paramedics who promote to Captain may elect to maintain a paramedic certification. Captains who elect to maintain the paramedic certification shall receive a monthly paramedic incentive premium pay equal to five percent (5%) of Master Firefighter base salary.

- a. The City will continue to provide relief/overtime for PCEP training.
- b. Captain/Paramedics are able to fulfill the paramedic role on overtime, when it is necessary for the City to hire-back a paramedic to meet minimum staffing (Article 20.3).

6.1.7 Fire & EMS Prevention Specialist (Fire Inspector): There shall be a three (3) step salary schedule for the position of Fire Inspector.

Fire Inspector 1 st Class	115% of MFF
Fire Inspector 2 nd Class	110% of MFF
Fire Inspector 3 rd Class	107% of MFF

6.1.8 Deputy Fire Marshal: The salary schedule for the position of Deputy Fire Marshal is twenty percent (20%) above the Master Firefighter step.

6.2 Proficiency Requirements - All employees shall obtain performance step pay increases in accordance with the following proficiency schedule.

6.2.1 Firefighters shall begin employment at Probationary Firefighter step in the Firefighter salary schedule (Article 6.1.2), and shall serve a twelve (12) month probationary period. New Firefighters who do not possess an IFSAC Firefighter I certification shall be paid at the Recruit Firefighter step. Employees shall be advanced to the Probationary Firefighter step upon successful completion of the Washington State Basic Firefighter training curriculum or similar equivalent program as approved by the Chief, and achievement of Department performance standards for entry-level Firefighter and IFSAC Firefighter I certification. Employees shall advance to Firefighter 4th Class after service of a cumulative 12 months in Recruit and/or Probationary Firefighter steps.

Firefighters, while being paid at the "Recruit Firefighter step" shall not be included in the minimum staffing levels as described in Section 20.3. Once performance standards have been met and the employee has been advanced to the Probationary Firefighter step he/she shall be included in minimum staffing levels as referenced in Section 20.3.

Except as otherwise noted in this section, each employee in the Firefighter classification shall advance one step, up to and including the Firefighter 1st class, upon completion of twelve (12) months in a prior step and upon an acceptable performance evaluation as determined by supervisory personnel. Progression to Master Firefighter is outlined in Article 6.1.2.

- 6.2.2 Entry-Level and Lateral-Entry employees that do not possess an acceptable Associates Degree at the time of appointment shall achieve this degree within five (5) years of appointment (hire date) as a condition of employment.
- a. Tuition, books, and associated fees to receive the degree will be the responsibility of the employee.
 - b. The City will provide relief to attend classes as outlined in Article 14.2.
 - c. Employee will be expected to complete the equivalence of 45 quarter-credit hours by the completion of three (3) years from the time of appointment.
 - d. Employee may progress to Firefighter 2nd Class step rate of pay and will be restricted from Firefighter 1st Class step until attaining the Associate Degree.
 1. An employee hired as a Lateral-entry shall be exempt from Firefighter 1st Class restriction and will progress through the salary schedule as outlined in Article 6.2.
- 6.2.3 Lateral-entry Employees; Must possess IFSAC Firefighter 1 certification and a minimum of two (2) years experience as a full-time professional firefighter.
- a. Base wage shall start at Firefighter 3rd Class step.
 - b. At the time of employment, sick leave bank shall be 144 hours and shall accrue at 6 hours per pay period.
 - c. Vacation shall accrue at the rate of 12 hours per pay period for the balance of the calendar year.
 - d. For the purpose of vacation accrual and longevity, lateral-entry employees shall be granted actual seniority plus two (2) years. For example, if hired on 9/1/2022 their seniority for vacation and longevity will be 9/1/2020.
 1. Lateral-entry employees hired prior to 10/1/2022 shall be granted actual seniority plus three (3) years for vacation and longevity.
 - e. Lateral-entry employees may be hired as either Firefighter/EMT or Firefighter/Paramedic.
- 6.2.4 Master Firefighter; in order to reach the position of Master Firefighter, employees must currently hold the position of Firefighter 1st Class and are required to complete the current Driver/Operator Task Book. Employees in the position of Master Firefighter will be required to drive as needed. Employees below the position of Master Firefighter are not eligible to drive.
- Acting Captain; Up to twelve (12) Master Firefighters may qualify for Acting Captain; which includes 1) completion of six (6) months at Master Firefighter rank and 2) successful completion of the Acting Company Officer Task Book or a passing score on a company officer promotional exam. An Acting Captain will be eligible to work out of classification as an Acting Captain. An Acting Captain Master Firefighter shall receive an incentive premium equal to five percent (5%) of the monthly base salary of Master Firefighter per month in addition to their base salary
- 6.2.5 Captain; Any newly promoted Captain will be compensated at the Probationary Captain step until successful completion of 12 months, after which the employee shall be compensated at the Captain step.

Acting Battalion Chief; Up to six (6) Captains may qualify for Acting Battalion Chief Captain; which includes 1) completion of twenty-four (24) months at Captain rank and 2) successful completion of the Acting Battalion Chief Task Book. Acting Battalion Chief Captains will be eligible to work out of classification as an Acting Battalion Chief as outlined in Addendum D. An Acting Battalion Chief Captain shall receive a monthly incentive premium equal to three percent (3%) of Master Firefighter monthly base salary in addition to their monthly salary.

- 6.2.6. FEPS (Fire Inspector) shall serve a twelve (12) month probationary period. Fire Inspectors shall obtain an ICC Fire Inspector I Certification within one year of employment/promotion and shall obtain ICC Fire Inspector II Certification within two years of employment/promotion as Fire Inspector.

Except as otherwise noted in this section, each employee in the Fire Inspector classification shall advance one step, up to and including the Fire Inspector 1st class, upon completion of twelve (12) months in a prior step and upon an acceptable performance evaluation as determined by supervisory personnel.

Employees that hold the position of Fire Lieutenant shall start at Fire Inspector 1st Class and shall be required to obtain Certification as outlined above.

6.3 Working out of Classification

- 6.3.1 Master Firefighters who are assigned to work as an Acting Captain shall be compensated at five percent (5%) above Master Firefighter step. Acting pay shall be paid hour for hour, to the next highest quarter hour, for all hours worked in the higher classification. If for some reason an employee is not required to perform in the out-of-class assignment and trading privileges have not been restricted, the city shall not be obligated to compensate the employee with out-of-class pay.
- 6.3.2 Captains who are assigned to work as an Acting Battalion Chief shall be compensated at five percent (5%) of Master Firefighter step. Acting pay shall be paid hour for hour, to the next highest quarter hour, for all hours worked as acting Battalion Chief.

6.4 Overtime

- 6.4.1 Regular Overtime - For shift employees and for day employees, regular overtime shall be paid for the actual hours worked to the quarter hour. However, if the work exceeds the quarter hour, it is paid to the next highest quarter hour. Employees reporting to regular overtime duty from home shall be compensated for a minimum of two (2) hours pay at the regular overtime rate. The calculation of regular overtime shall be at time and one-half (1-1/2) the employee's regular rate of pay in accordance with the Fair Labor Standards Act.
- 6.4.1.1 When an employee is transferred by the City from Station 81 to Station 82, and vice-versa, he/she shall receive 30 minutes of pay at time-and-one-half his/her regular rate, in addition to regular hours, except under the following conditions: (1) the City allows the employee to physically move from one Station to the other during duty hours; or (2) the employee is notified of the change of station assignment on or before his/her last work period prior to the transfer.

The employee shall be notified of the transfer by the on-duty Battalion Chief, or designee. The City shall pay regular overtime to employees who stay over their regular shift in order to maintain manning.

6.4.1.2 When management changes a regularly scheduled shift of an employee without the employee's permission, which would require the employee to work a holiday or weekend, (Saturday or Sunday), he/she would normally not be scheduled for, that employee shall receive as additional compensation one-half shift at his/her regular rate of pay. Exceptions to this rule: (1) Switching the employee from Saturday to Sunday or Sunday to Saturday; (2) if the shift change is for a duration of one-half calendar month, no additional compensation is due the employee; or (3) employees during their twelve-month probationary period.

6.4.2 Emergency Overtime - When an employee is required to work beyond the end of his/her normal workday or shift for an emergency, or is called in prior to the beginning of his/her normal workday or shift for an emergency, the employee shall receive double time for the time worked to the next highest quarter hour. However, when an employee is called in for an emergency less than two (2) hours prior to their scheduled work time, they shall receive a minimum of two (2) hours at the double-time rate. Off-shift employees called back to duty on the following holidays shall be paid a minimum of three (3) hours at the double time rate: Thanksgiving, Christmas, New Year's Day, Labor Day, and the Fourth of July.

The emergency "call back list" shall be maintained as mutually agreed by both parties.

6.4.3 Off-shift-Non-callback Overtime - Non-callback overtime refers to incidents where off-duty employees happen upon emergency incidents within the City of Longview, either before, or after, the officer in charge arrives on the scene with emergency response units. If a call is placed to "911" and emergency units are dispatched in response to the incident, the assisting, off-duty employees will be paid non-call back overtime at the emergency overtime rate, hour for hour, to the next highest quarter hour from the time of dispatch of initial emergency units. Off-shift-non-call-back overtime will not affect any overtime callback list.

6.4.4 Overtime Compensation - Regular and emergency overtime pay, as approved, shall be paid each pay period.

6.5 **Education Incentive Pay**

6.5.1 Employees who have completed a Bachelor's Degree (BA or BS) in any major field of study shall be eligible for an education premium of three percent (3%) of the monthly base salary of Master Firefighter per month in addition to their base salary.

6.6 **Deferred Compensation**

The City shall contribute an amount equal to seven and one-half percent (7.5%) of the monthly base salary of the position of Master Firefighter to bargaining unit employee's deferred compensation account.

Such contributions shall be included as salary for the purpose of calculating retirement benefits, if authorized by the Washington State Department of Retirement Systems (DRS).

6.7 Payroll Dates

The Union recognizes that the City may change payroll dates as long as the following are satisfied:

- a. The change is made to standardize payroll dates for all employees,
- b. The City shall give employees as much notice as possible, but no less than 60 days.

Article 7 - Longevity

- 7.1 In recognition of the cost-of-living wage concession adjustments made in this contract and the impact thereof, effective April 1, 2009 longevity pay shall be paid in the following amounts to employees who meet the following service criteria:

Years of Service	Longevity
10	4%
15	5%
20	6%
25	7%
30+	8%

- 7.2 An employee shall be deemed to have met the service criteria requirements upon reaching the beginning of the applicable year of service. Longevity shall be calculated on the employee's base wage.

Article 8 – Specialty Assignments

- 8.1 Employees assigned to firefighter specialist agree to become proficient in their respective area of expertise and to respond when called upon. The response and training provided by and for Firefighter specialists shall be in accordance with all applicable regulations and standards, including those established by NFPA, WISHA, OSHA, etc.
- 8.2 Applicants for firefighter specialist assignment must meet the following requirements in order to be considered for assignment:
- (a) Must have satisfactory completion of the one-year probationary period;
 - (b) attendance and participation in scheduled drills;
 - (c) agreement to a three (3) year commitment to the assignment; and
 - (d) ability to respond to the main Fire station, in the event of an emergency, within thirty (30) minutes of call out if the responsibilities of the particular specialist assignment requires emergency response. This provision may be waived by the Fire Chief in selecting candidates for special operations specialist. However, Operations Specialists will be placed on a special emergency callback list and are required to respond, if contacted, for a special operations emergency incident.
- 8.3 Employees assigned as specialists as defined in this article shall receive upon assignment two percent (2%) of the monthly base salary of Master Firefighter as compensation for the assignment. Firefighter specialist shall include the following assignments and numbers of employees so assigned:
- (a) special operations; 27,

- (b) fire investigation; 6,
- (c) shift training specialist; 3,
- (d) OTEP (Ongoing Training Evaluation Program); 3; and
- (e) preventive maintenance specialist; 3

Each specialty assignment, with the exception of the preventive maintenance and special operations specialists, shall be equally distributed among the three shifts, (i.e. two (2) fire investigation; one (1) shift training specialist, and one (1) OTEP specialist assigned to each shift). Assignment of operations specialists shall provide at least a minimum of five per shift.

In the event there are fewer applicants than the number of vacancies to be filled, the City and the Union agree to meet and discuss options to fill vacancies.

- 8.4 Special Operations and Fire Investigation Specialists will receive compensation for the assignment in accordance with the following table, provided they meet the annual training requirements:

Upon Assignment	2% of monthly base salary of Master Firefighter
18 months served in assignment	3% of monthly base salary of Master Firefighter
36 months served in assignment	3.5% of monthly base salary of Master Firefighter

- 8.5 Applications to serve as firefighter specialist shall be reviewed by a selection committee as indicated by department policy.
- 8.6 Employees may be removed from a firefighter specialist assignment by the Fire Chief with just cause. Criteria for removal may include, but are not limited to, the following: (a) inability to perform required duties; (b) inability to achieve training goals; (c) a change in the staffing needs of the Fire Department; (d) failure to attend and participate in at least seventy-five percent (75%) of scheduled drills; and (e) failure to respond to emergency call outs. Exceptions to the "failure to respond" criterion shall include illness, incapacitation, and supervision of minor children.
- 8.7 Special Operations Team members will also be trained at the technician level in rope rescue or specially trained in marine fire to a standard as set by the department. During the first 12 months in assignment, team members will operate as confined space rescue technicians only.
- 8.8 Special Operations Team: After completion of 12 months in assignment, team members will receive either rope rescue or marine fire fighting.
- 8.9 The Fire Chief will determine how many marine and rope rescue specialties are needed by the department, which will be 18 rope rescue technicians and 9 marine fire specialists. If it is determined that this mix of specialists does not meet the program's need the parties agree to meet and confer to determine the correct mix of specialties.
- 8.10 All line personnel will be provided awareness level training for confined space rescue so they may be more effective in supporting CSR operations if required.
- 8.11 All command staff likely to assume command of technical rescue incidents will be given training, to include confined space rescue, and exposure to technical search and rescue techniques which provides them with the skills and knowledge commensurate with the operational level of confined space, marine fire, and rope rescue.

- 8.12 The Fire Chief or designee will continue to facilitate on-site training and an annual team evaluation exercise/drill which will include an audit of confined spaces and the parties will work jointly to develop an inventory of sample CSR spaces and types for each site under service contract.
- 8.13 Should an employee transfer from one firefighter specialist assignment to another, he/she shall continue to receive the premium pay without interruption during the new training period. Should the employee not be able to successfully complete the new training period, the premium pay shall be discontinued upon the employee's removal from the firefighter specialist assignment.
- 8.14 The cost of tuition and materials for any class needed to achieve firefighter specialist status shall be paid by the City, contingent upon the employee successfully completing the class. Classes taken prior to assignment as a firefighter specialist, which are required for the assignment, may be reimbursed subject to the availability of budgeted funds and to the approval of the Fire Chief.

Should the employee not successfully complete the class, the cost of tuition and books shall be reimbursed to the City by the employee, through payroll deduction, amortized over a six-month period.

- 8.15 Employees assigned as firefighter specialists shall participate in twenty-four hours of training per year, or as otherwise required to maintain their skills. All approved, off-duty training time for firefighter specialists to achieve and maintain the necessary level of training shall be paid at the overtime rate in accordance with Article 6.3; provided however, that the work schedule for employees scheduled for firefighter specialist training shall be converted to eight-hour days for any training time in excess of three (3), consecutive calendar days, as outlined in the process for assignment of employees to a forty (40) hour week for training purposes in the Training Article.

Training time, while on duty, shall be allowed when manpower permits. Call-ins may be utilized to allow employees to attend training sessions when manpower does not otherwise permit such attendance, subject to the availability of budgeted funds and at the discretion of the Fire Chief. Said training shall not impact other bargaining unit members' rights to use leave time, or assignment of scheduled days off.

- 8.16 Off-duty firefighter specialists called in for emergency response shall be compensated in accordance with Article 6.3.2.
- 8.17 On-duty firefighter specialists may be replaced as needed, subject to approval by the Fire Chief, or his/her designee. Any replacement personnel shall be compensated in accordance with Article 6.3.2.

Article 9 – Hours/Schedules

The regularly scheduled hours of duty for regular full-time shift employees shall be within the framework of the three-platoon system. The work period for regular full-time shift employees shall begin January 16, 2022 at 0730 and shall end 24 calendar days later at 0730. Employees will be scheduled to work seven (7) 24-hour shifts during the 24-day work period. The remaining 24-hour shift in each 24-day work period shall be a Kelly day, at which time an employee will be scheduled off. The regularly scheduled hours of work shall be 168 hours each 24-day work period. Regular assigned hours shall result in 2556 annual hours worked.

- 9.1 Scheduling and Use of "D"-Shift Firefighters:

- A) D-shift (pool personnel) will consist of One (1) Company Officer and Three (3) Master Firefighters, for a total of four (4) employees.
- 1) Bidding to fill D-shift positions shall be by rank and then by seniority with the department. Any D-shift vacancies not filled by bid shall be assigned by the Chief or designee with the least senior assigned first.
 - 2) D-shift pool positions shall be filled through an annual bid process prior to vacation and Kelly day selections as defined in Addendum E of this agreement.
- B) D-shift schedules shall not include Kelly Days as defined in Article 9.1; these hours have been accounted for below in the number of shifts to be worked.
- C) Regular hours of D-shift employees shall be scheduled for two 24-day FLSA work cycles at a time. The city shall provide a list of shifts within (20) days prior to the beginning of each scheduling period of two 24-day FLSA work cycles from which D-shift employees shall make their shift selections. The D-shift schedule shall be posted ten (10) days prior to the beginning of each scheduling period of two 24-day FLSA work cycles.
- 1) D-shift employees shall select their shift selections by seniority within shift assignment.
 - 2) D-shift employees shall not select more than 48 consecutive hours of regular shift duty. This is not inclusive of any overtime shifts.
 - 3) The shift selections provided by the city shall provide for a minimum of 14 choices for each D-shift position per 24-day FLSA work cycle.
 - 4) Each D-shift employee shall schedule 168 regular hours in each 24-day FLSA work cycle, of which up to 72 hours may be scheduled as vacation leave. This does not prohibit D-shift employees from working overtime or making shift trades. When a D-shift employee works any shift(s) in addition to scheduled shifts he/she shall be eligible for overtime as defined in Article 6.3.
 - 5) Each D-shift employee shall schedule 106.5 shifts or 2556 hours each year. Vacation leave hours will be subtracted from that total number which may result in each employee assigned to D-shift working a different number of shifts during the year.
 - 6) D-shift employees may request to move a selected shift to another shift, if available, with the approval of the Chief or designee. When a request is made to move a shift, the Chief or designee may add choices to the original selection list.
 - 7) Additional shifts may be made available due to disabilities, injuries, or extended leaves. D-shift employees may move selected shifts to cover these absences, or may be assigned by the Chief or designee if mutually agreed upon.
 - 8) The Chief or designee shall be responsible for posting the needs of the department and coordinate the selection process for all D-shift personnel. Once the time has been placed in FH Scheduling, the continued monitoring of FH Scheduling shall be done by the shift battalion chiefs. Any changes to schedules for the D-shift employees must be approved by the Chief or designee.

- 9) D-shift employees shall be assigned to shift work unless mutually agreed upon between the city and the union.
- D) In the event of any unforeseen scheduling problems, both parties agree to meet and mutually resolve the problem.
- 9.2 The regularly scheduled hours of duty for a day employee shall be assigned, at the discretion of the Fire Chief, to work a standard forty (40) hours per week schedule of five (5), eight (8) hour days, or any other legally permitted alternative work schedule, e.g., a "4/10" or "9/80" schedule. Overtime compensation shall be calculated utilizing a 7-day FLSA work cycle. The work week will consist of seven (7) consecutive twenty four (24) hour days beginning at 12:01 am on Sunday and ending at 12:00 am on the following Sunday.
- 9.3 The City and Union shall work together to meet the production requirements of the Fire Department to provide the public with efficient and courteous service, to encourage good attendance of employees on regular duty, and to promote a climate of labor relations, which will aid in the achievement of a high level of efficiency in the Department. It is reasonable, prudent and practical to provide for recognized periods of on-duty time during which the active work assignments of fire suppression employees are limited, thereby allowing them significant periods of rest while remaining on response-ready standby. The City formally recognizes this as "stand down" time.
- 9.3.1 Drills, inspections, training, public education, fire safety instruction, physical fitness exercise programs, station cleaning, apparatus and equipment cleaning, and all other routine work shall be performed during structured work time, which shall begin at 0800 and shall end no later than 1700 Monday through Saturday. Roll Call shall commence at 0730 each day. Time immediately following roll call to 0800 hours shall be spent by members readying personal gear and equipment for duty. The hours between 1700 - 0730 Monday through Saturday, shall be considered stand down time for the purpose of emergency response.
- 9.3.2 Monday through Saturday, all shift employees shall receive sixty (60) minutes for lunch. Except for extenuating circumstances, the lunch hour will be from noon to 1300 each day.
- 9.3.3 Structured work time on Sunday will commence from 0800-1000. Structured work time on holidays will be from 0800-0900. Roll call shall commence at 0730. Time immediately following roll call to 0800 shall be spent by members readying personal gear and equipment for duty. All other hours on Sundays and holidays shall be considered stand down time.
- 9.3.4 The parties recognize that some events cannot be scheduled during structured work time, but are important to the operation of the department. The parties agree that events scheduled during stand down time will be limited in scope and frequency. The following activities may be scheduled during stand down time:
- Annual night drills
 - Christmas Parade
 - 4th of July Parade
 - National Night Out
 - Memorial Procession
 - Other activities mutually agreed upon by the parties
- 9.3.5 Each employee will take up to one hour of physical exercise during structured work time, Monday through Sunday, as scheduled by the on-duty Battalion Chief.

9.4 Recruits shall be considered 24-hour shift personnel for the purpose of holiday, vacation, and sick leave accrual. The Fire Chief or designee shall assign recruits to a training schedule as follows:

9.4.1 Employees assigned to attend a Fire Academy shall be assigned to a 24 day FLSA work period and shall not be entitled to overtime for any activity associated with their academy training within the hours allowed by the FLSA 7K exemption, without advance permission of the Fire Chief.

9.4.2 Upon completion and movement to the Probationary Firefighter step, employees shall be assigned to a 24-hour shift, and shall be assigned a 24 day work cycle and receive Kelly Days in accordance with Article 9.1.

9.5 Except as otherwise provided in this agreement, paid leaves of absence, i.e. vacation, holiday, sick leave, will be treated as time worked for the purposes of calculating overtime.

9.6 Daylight Savings/Standard Time

9.6.1 When an employee is scheduled to work the shift when the clocks are turned back one (1) hour in the Fall and results in the employee working an additional hour, the employee will be compensated one (1) hour of overtime at time and one half.

9.6.2 When an employee is scheduled to work the shift when the clocks are turned forward one (1) hour in the Spring and results in the employee working one (1) hour less than his/her regular shift, the employee may choose one of the following to complete the shift assignment:

- A. Take one (1) hour of banked vacation leave; or
- B. Take one (1) hour of unpaid time; or
- C. Work an additional hour before or after the scheduled shift, provided such arrangements are made in advance with the Battalion Chief.

9.7 Emergency Callback of Off Duty Personnel

9.7.1 The Union recognizes the City's need to use mutual aid and automatic first response. However, it is not the City's intention to utilize mutual aid to create a labor pool to avoid paying overtime.

9.7.2 The Incident Commander shall initiate call back of off duty personnel, utilizing an automated calling service, as required.

9.7.3 Emergency callback of off-duty personnel for incidents in the Automatic and Mutual Aid Areas shall be utilized in accordance with the following procedures:

Each LFD engine or truck company committed to an Automatic-Aid or Mutual-Aid area shall be replaced with a call-back crew based on the following procedure. For the purposes of this agreement, "committed" shall be defined as the point at which a resource has been sent to a requesting area and is clearly not available for immediate return to the city. This includes the assignment of a resource to any element of an incident as identified in generally accepted practices of command and control procedures. The following procedures shall be used for the emergency calling off-duty personnel:

- A) One LFD engine or truck company may respond to an automatic-aid area for fire or medical aid calls without the need for emergency call-back.
 - a. For each additional LFD engine or truck company which responds, and is committed, an emergency call-back crew shall be initiated.
- B) For each LFD engine or truck company which responds to a mutual-aid area, and is committed, an emergency call-back crew shall be initiated.
 - a. At the time any engine or truck company is assigned to the incident, to include staging, an emergency call-back crew shall be initiated.

9.7.4 Emergency Callback of off-duty personnel for incidents in the Contract Service Area (CSA) shall be utilized in accordance with the following procedures:

- A) One Company may respond to a CSA incident as dispatched for emergent medical aid and minor rescue incidents without the need for emergency callback.
- B) One Company may respond to a CSA on a fire or special operations incident to perform investigation/reconnaissance without the need for emergency callback.
 - 1. Additional responding resources will generally report to level one staging.
 - 2. At the time a company assigned to investigation/reconnaissance receives a change in assignment the company is then "committed" and an emergency callback shall be initiated.
 - 3. An emergency callback shall be initiated for all units committed to the incident, including units assigned to staging.

9.7.5 The following procedures shall be used for the emergency calling of off duty personnel:

- (a) All employees are required to respond to emergency overtime work, exceptions are illness, incapacitation, or supervision of minor children.
- (b) All employees shall be placed on an emergency callback list. The list shall be separated into three (3) groups as follows: Company Officers, Firefighters, and General Alarm callback.

The general alarm callback group shall consist of all employees living outside of the residency area. This group will only be called in the event of a General Alarm.

- (c) Employees will be selected for emergency overtime assignments based on the number of emergency callbacks worked. The employee who has worked the fewest number of emergency callbacks shall be selected first.

Once an employee is assigned to work an emergency overtime call-in, his/her name will be moved to the bottom of the list in his/her assigned group. Off shift, non-call-back overtime, as described in Article 6.3.3, shall not be accounted for on the emergency callback list.

- (d) Both parties recognize the need to expedite call back and agree if off-duty personnel are at the Station at the time a request for emergency callback is initiated they may be utilized.

When off duty personnel are in the station at the time of callback, and able to respond, it is the respective employee's responsibility to call the Battalion Chief to provide notification of their availability.

- (e) All employees responding to emergency work shall be compensated in accordance with Article 6.3.2.
- (f) Call-back companies shall be staffed with a minimum of four (4) personnel: one (1) Company Officer, and three (3) Firefighters.
- (g) The Union shall be responsible for maintaining the emergency overtime callback list. Union members shall be allowed to maintain the emergency overtime callback list during duty hours.

9.8 Overtime Assignment Procedures

9.8.1 The Battalion Chief shall notify the Union as soon as a regular overtime assignment becomes available for the positions of Firefighter, Master Firefighter, Company Officer, or Acting Battalion Chief.

9.8.2 The Battalion Chief shall determine which employees are qualified for the assignment. The name of the employee to fill the overtime assignment will be selected from the Regular Overtime List utilizing an automated calling service that follows the criteria listed below:

- (a) Employees will be selected for overtime assignments based on the number of overtime hours worked. The employee who has worked the fewest number of hours of overtime shall be selected first. The only exception to this procedure is if an emergency vacancy arises after the beginning of a shift. In this case personnel who live outside the requirements as outlined in Article 24 may be bypassed.
- (b) Once an employee is assigned overtime, he/she will work only that specific overtime assignment. However, if a second overtime assignment becomes available after the employee has completed an assignment, and they have still worked the fewest number of overtime hours; he/she will be selected to fill this second assignment.
- (c) If two different overtime assignments are available at the same time, the employee with the fewest overtime hours worked has their choice of the assignments. Once an assignment is made, however, the employee cannot switch to take the other assignment.
- (d) If there are two or more overtime assignments available at the same time, and the two employees with the fewest overtime hours have worked the same number of overtime hours, the employee with the longest period of time since his/her last overtime assignment will have his/her choice of assignments. Once an assignment is made, however, the employee cannot switch to take another assignment.
- (e) If the employee with the fewest number of overtime hours worked is not qualified for the overtime assignment, and no on-duty employees are

qualified for the assignment, the next qualified employee with the fewest number of overtime hours worked will be selected.

- (f) The fact that an employee turns down an overtime assignment will never affect or change his/her position on the overtime list.
- (g) The qualified employee with the fewest number of overtime hours worked is ultimately responsible to work the overtime assignment if no one else accepts it, and he/she will remain available for the assignment until such time as another employee does accept it.
- (h) Employees will be contacted on their Kelly and vacation days for overtime assignments, but they will not be obligated to accept an overtime assignment, even if they have worked the fewest number of overtime hours.
- (i) Only completed overtime assignments of one (1) hour or more will be added to the employee's total. Overtime of less than one (1) hour will not be recorded or added to the employee's totals.
- (j) Any overtime assignment beginning at 0730 hours, which is assumed to be less than five (5) hours, shall be filled from the off-going shift. The employee from the off-going shift with the fewest number of overtime hours is obligated to work the assignment if no one else will accept it. The employee will remain available for the assignment until such time as another employee does accept it.
- (k) The name of the most recently hired employee will be placed on the overtime list on their hire date at the bottom of the list with one more hour than the employee with the most overtime hours, excluding Captains, Lieutenants, and Master Firefighters. However, new employees will be ineligible for overtime assignments until they have passed probation, except when mutually agreed upon by the Fire Chief and the Union.
- (l) If the employee selected for the overtime assignment is more qualified to work a position presently filled by an acting employee, the acting employee can be moved to a lower position; however, said employee will retain the acting pay for the originally scheduled position.

9.8.3 The Union will be allowed to maintain a regular overtime list during duty hours. The Union Regular Overtime list will be used as needed to audit the hours of the automated calling service.

9.8.4 Employees will retain all contractual rights, including trading privileges, while working an overtime assignment.

Article 10 - Holidays

- 10.1 Shift employee's base pay shall be increased by 3.0 hours per semi-monthly pay period in lieu of three (3) paid holidays.
- 10.2 In addition to holiday pay above, shift employees shall receive 2.0 shifts off in lieu of all holidays, to be taken in addition to their vacation in the year following the year in which they are earned. The taking of this time shall be governed under the rules of Article 11.
- 10.3 Day employees shall receive holidays the same as other City employees with 40-hour a week working schedules. Day employees shall accrue a Floating Holiday on January 1st

and on July 1st of each year. Employees that are hired or retire, after January 1st shall have the Floating Holidays prorated by 0.67 hours per pay period.

10.4 An employee may take the floating holidays at any time that is mutually agreeable to the employee and the Fire Chief.

10.5 The following are official holidays for all full time employees:

- | | | |
|------|----------------------------|--------------------------|
| (1) | New Year's Day | 1st day of January |
| (2) | Martin Luther King Jr. | 3rd Monday of January |
| (3) | President's Day | 3rd Monday of February |
| (4) | Memorial Day | Last Monday of May |
| (5) | Juneteenth | 19th day of June |
| (6) | Independence Day | 4th day of July |
| (7) | Labor Day | 1st Monday of September |
| (8) | Veteran's Day | 11th day of November |
| (9) | Thanksgiving Day | 4th Thursday of November |
| (10) | Day after Thanksgiving Day | 4th Friday of November |
| (11) | Christmas Day | 25th day of December |
| (12) | Floating Holiday | |
| (13) | Floating Holiday | |

10.6 When a legal holiday falls on a Saturday it will be observed on the Friday before. When a legal holiday falls on a Sunday it will be observed on the Monday after.

10.7 With mutual consent of the employee and the employer a day employee may work on an observed holiday at the straight time rate of pay and may take an alternative day off during their designated work period.

Article 11 - Vacations

11.1 Vacation Accrual

11.1.1 January 1st shall be considered the anniversary date for all vacation time earned.

11.1.2 New shift employees shall earn vacation/holiday time from the date of employment until January 1 of the following year at a rate of eight (8) hours per pay period. New day employees shall earn vacation time from the date of employment until January 1 of the following year at a rate of 3.67 hours per pay period. Accrual shall start on the first day of hire.

11.1.3 After completion of the partial year described in the preceding subsection, the new employee shall be considered to be in their second year of employment for vacation time earned. In recognition of the cost of living wage concession adjustments made in this contract and the impact thereof, effective January 1, 2009, with each succeeding year of employment, employees shall accrue vacation leave in accordance with the following schedule:

Years of Service	Shift Personnel	Day Personnel
2 years	10 shifts of vacation & 2 shifts holiday	157 hours
5 years	12 shifts of vacation & 2 shifts holiday	197 hours
10 years	14 shifts of vacation & 2 shifts holiday	213 hours
15 years	16 shifts vacation & 2 shifts holiday	237 hours
20 years	17 shifts vacation & 2 shifts holiday	269 hours
25 years	18 shifts vacation & 2 shifts holiday	293 hours

30 years	19 shifts vacation & 2 shifts holiday	317 hours
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11.1.4 Shift personnel will take vacation in the calendar year following the year in which it is accrued. No employee is entitled to vacation leave until six (6) consecutive months of employment have been completed.

11.1.5 Day personnel are eligible to take vacation after they have completed six (6) consecutive months of employment. Day personnel are eligible to accumulate vacation up to a maximum of two (2) times their annual accrual rate. When an employee has reached the maximum allowable accrual future accruals will cease until such time as the balance has been reduced to allow for additional earnings. Exceptions shall be granted for circumstances where taking of leave was denied by the Chief.

11.1.6 Leave balances for shift personnel that are promoted to the position of Fire Inspector, thereby having their work schedule changed from a shift schedule to a day schedule, shall be converted by utilizing a (0.802) factor. Leave balances for fire prevention employees that return to a suppression position, thereby having their work schedule changed from a day schedule to a shift schedule, shall be converted by utilizing a (1.246) factor.

11.2 **Vacation Pay Out** - Upon the retirement or termination for any reason of an employee who has served six (6) continuous full months of employment or more, or upon the date of an employee's disability retirement, the accrued unused vacation hours of such an employee will be paid to the employee in a cash lump-sum payment computed at their current base, hourly rate of pay.

11.3 **Selection of Vacation and Kelly Days** – In effect on the 16th of January in 2022, the parties agree to the following with regard to the scheduling of vacation and Kelly Days. The selection of vacation and Kelly Days shall be coordinated as follows:

- (1) Vacation and Kelly Day selections will begin no later than October 1st and conclude by December 1st for the following calendar year.
- (2) Each year shall be divided into twenty-four (24) day cycles. These cycles shall repeat to the end of the year. The last cycles of the year may extend into the following year and all days within the cycle shall be eligible for the selection of Kelly Days.
- (3) Each cycle shall consist of a minimum of 3 slots per day available for the selection of Kelly or Vacation Days. In addition to the minimum 3 slots per day available for leave selection, each shift shall be allotted additional annual leave slots in accordance with the table below for pre-selection of leave time. Holidays set forth in Section 10.5 shall not be available for additional leave selection. Each cycle shall consist of a minimum number of Kelly Day slots equal to the number of personnel assigned to each shift. All additional slots shall be available for Vacation selection. Up to three (3) shift employees may be scheduled off on vacation and/or Kelly Day for each calendar date and up to four (4) employees maybe scheduled off utilizing Additional Leave Slots. The schedule below will be used to determine the number of vacation and/or Kelly day leave slots each day:

Shift Strength	Leave Slots Each Day	Days with Additional Leave Slot
12	3	0
13	3	30
14	3	60

15	3	90
16	4	0

Shift scheduled utilizing additional leave slots shall be placed on the vacation scheduled up to the additional leave days stated in the table above. Once the applicable leave slots have been selected they will be placed on the vacation schedule as dates with four (4) leave slots. These dates shall remain with four leave slots regardless of trades, sick leave, or disability. Employees wishing to move from these date shall do so in accordance with the **Trading, Exchanging, or Canceling of Vacation and/or Kelly Days** section below.

- (4) The Administrative Battalion Chief shall prepare and post a Vacation/Kelly Day selection schedule and calendar. Employees shall pick on a rotational basis by seniority and in accordance with this addendum. Employees shall pick by 23:59 on their assigned date. Failure to pick as scheduled shall be deemed as a waiver of the employees right to select time off in the appointed round. The employee's selections will be automatically deferred to the next round of the selection process.
- (5) Employees shall have 24 hours to pick after they are notified that it is their turn to pick. Failure to pick within the allotted time shall be deemed as a waiver to select time off in the round and all selections shall be deferred to the next round. Notification shall be defined as the employee was advised that it is their turn to pick by direct communication.

11.4 **Vacation & Kelly Day Scheduling** - Day employees in a Fire Inspector position will collaborate in scheduling vacations, while giving consideration to departmental activities and Fire Prevention appointments that are deemed critical by the Fire Chief, i.e., Fire Prevention Week. Approved vacations will not be revoked unless mutually agreed upon by the Fire Chief and the employee. Vacations of more than two consecutive weeks shall be approved upon mutual agreement of the Fire Chief and employee.

Shift employees, excluding Battalion Chiefs, shall select their vacation and Kelly choices by seniority within shift assignment and through the application of the following rules:

- (1) Shift employees receive a Kelly Day in each 24 Day work cycle, which equates to 15 Kelly Days per year. **Employees must select one (1) Kelly Day in each of the cycles on the calendar.**
- (2) Shift employees shall select vacation in rotational order in accordance with the selection schedule. The number of shifts allowed for each pick is based on the total amount of vacation earned, as shown in the table below.

Total Vacation Shifts Allowed

Vacations and Kelly Days shall be selected in a rotational five (5) round selection process. Selections in each round shall be by seniority order within each shift. Each round shall be selected as follows:

Round 1 - The first round of the selection process shall be for vacations. Each shift employee shall select up to their allotted number of vacation days specified in the table above for their 1st pick. All vacations selected shall be in consecutive order and all vacations not selected in the 1st pick shall be added to their allotted vacations for the employees 2nd pick. Vacations shall be selected without regard to calendar cycles.

In addition to the vacations selected in round 1, each shift employee MAY add a Kelly day, in each cycle, to the vacation selection. Kelly Days MUST be added to either, or both, ends of their vacation selection.

Round 2 – The second round of the selection process shall be for Kelly Days. Shift employees shall select seven (7) Kelly Days including those Kelly Days selected in Round 1.

Round 3 - The third round of the selection process shall be for vacations. Each shift employee shall select up to their allotted number of vacation days specified in the table above for their 2nd pick plus any days deferred from their 1st pick. Allotted vacations shall be selected in one (1) block or broken into two (2) separate selections of two (2) or more shifts. All vacations selected shall be in consecutive order within the block(s) and all vacations not selected in the 2nd pick shall be added to their allotted vacations for the employees 3rd pick. Vacations shall be selected without regard to calendar cycles.

In addition to the vacations selected in round 3, each shift employee MAY add a Kelly day, in each cycle, to their vacation selection. Kelly Days MUST be added to either, or both, ends of the vacation selection.

Round 4 – Shift employees shall select all remaining Kelly Days.

Round 5 – Shift employees shall select all remaining Vacation Days.

If for some reason the employee is unable to select a Kelly Day in a cycle in which they have selected vacation Days, the shift employee MUST designate one of the Vacation selections as a Kelly Day and shall select the additional Vacation Day in round 5 or declare the shift of vacation as a Bank Day or Buyout Day.

11.5 Trading, Exchanging, or Canceling of Vacation and/or Kelly Days - Shift employees shall be permitted to trade, exchange, or cancel vacation and/or Kelly Days subject to the following:

- (1) Kelly Days may be moved to open dates within the applicable twenty-four (24) day work cycle. The moving of a Kelly Day within the same work cycle shall be deemed an exchange. Additionally, the moving of Kelly Days with vacation and/or Kelly days between employees within the same work cycle shall be deemed an exchange. Vacations may be exchanged to open dates or exchanged with other employees. Requests for exchanges shall be submitted to the Battalion Chief and shall be adjusted on the Daily Log accordingly. Exchanges will not be reflected on the Daily Log as a trade.
- (2) Trades are defined as exchanges across work cycles that may be traded with another employee without regard to rank or position. Such trades shall be submitted to the Battalion Chief on a Trade Request form and shall be recorded on the Daily Log as a Trade and are subject to the conditions outlined in Article 13 of this Agreement.
- (3) Vacation shifts conflicting with periods of time when an employee is officially on

Shifts	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
1 st Pick	1	2	3	3	3	3	3	3	4	4	4	5	5	5	6	6	6	7	7	7	8
2 nd Pick				1	2	3	3	3	3	4	4	4	5	5	5	6	6	6	7	7	7
3 rd Pick							1	2	2	2	3	3	3	4	4	4	5	5	5	6	6

sick, disability, or bereavement leave will be cancelled and rescheduled to open, unpicked days per employee request.

- (4) In the event a vacation selection, which has been made, is subsequently canceled by an employee, the vacation selection so canceled shall be made available for selection to other employees. Except in cases of emergency, the employee must provide forty-eight (48) hours notice prior to cancellation of vacation. Further, the canceled vacation selection must be moved to an open day within the calendar year.

11.6 **Vacation Buy-Back** - Employees who have been employed at least six (6) consecutive months shall be entitled to cash compensation for any accrued and unused vacation. Payment shall be hour for hour at employee's current base, hourly rate of pay under the following conditions:

- (1) Payment shall be limited to a maximum of 48 hours.
- (2) Requests for such payments shall be submitted by December 11th of the calendar year in which the vacation time is earned.
- (3) Compensation for accrued, unused vacation time shall be paid in the calendar year in which the vacation time was earned.

11.7 **Vacation Bank Option** – Employees may elect to place up to 48 of the 48 buy back hours referenced in Article 11.6 into a separate paid leave bank. Vacation placed in this bank may be used in less than 24 hour increments but no less than two (2) hour blocks.

Requests for vacation from this bank shall be submitted no more than 14 days in advance of the date requested, and shall be granted only when the request for vacation bank time does not result in the need for overtime. Approved vacation bank requests shall not be cancelled if unexpected staffing shortages occur (i.e., someone unexpectedly calls in sick) that results in the need for overtime to be worked. Requests for time from this bank will be honored on a first-come, first-served basis. If this bank of time is not used by the end of the year it shall be cashed out as provided for in the provisions of Article 11.6.

Article 12 - Authorized Absences from Duty

12.1 Sick Leave and Disability Leave

12.1.1 Sick Leave Established: All full time employees are permitted to remain away from their employment because of illness or physical inability without loss of compensation up to the number of sick leave days which have accrued to that employee.

Accrued sick leave may be used for:

- (a) The employee's own illness, injury or disability including disability due to pregnancy or childbirth.
- (b) The need to care for a child under 18 years of age, or an older child incapable of self-care, with a health condition requiring treatment or supervision. Employees shall return to duty on a scheduled work day as soon as a qualified person is able to assume caregiver responsibilities or the child is capable of self-care.

- (c) The need to care for the employee's spouse, parent, parent-in-law, or grandparent with a serious health condition or emergency condition.
- (d) Medical or dental appointments for the employee or a dependent child, provided that the employee receives the advance approval of the Fire Chief or his/her designee; and further provided the employee must make reasonable efforts to schedule such appointments at times when they will not interfere with scheduled work days. Employees receiving advance approval to use sick leave for a medical or dental appointment for a dependent child shall return to duty on a scheduled work day as soon as the appointment is concluded and the dependent child is in the care of a qualified caregiver or the child is capable of self-care.

12.1.2 Accumulation of Sick Leave: New Employees shall accrue 96 hours for day employees and 144 hours for shift employees of sick leave upon notification of full time employment. No additional sick leave shall accrue to that employee until after he/she shall have completed twelve (12) months of continuous employment. Sick leave thereafter shall accrue to that employee at the rate of 8 hours each calendar month (20 days or more) of continuous employment for day employees and 12 hours per month for shift employees.

For Leave conversions, due to promotion, refer to Article 25.

12.1.3 Maximum Accruals: Individuals hired after July 1, 2003 sick leave accruals will be limited as per the following; Shift Employees may accumulate to a maximum of 2000 hours, Day employees may accumulate to a maximum of 1400 hours. For individuals hired prior to July 1, 2003 sick leave shall continue to accrue at these rates for each calendar month of continuous employment for every employee, without limit. No accumulation of sick leave shall accrue to the benefit of any employee while he/she is absent from employment for more than one-half of any calendar month as a result of a, leave of absence, or termination leave.

12.1.4 Taking of Sick Leave: Employees requesting sick leave benefits provided under this Article, shall provide information necessary for the Fire Chief or his designee to make a determination that the employee or family member qualifies for the use of the sick leave benefit. Nothing in this sub-section requires written verification from a health care provider with the exception of FMLA qualifying events. However, when the Fire Chief or his designee has a reasonable suspicion that an employee is abusing the sick leave benefit the Fire Chief or his designee may require the employee to provide timely written verification of the employee or qualified family member's illness or injury from the employee or family member's health care provider. This provision may be applied to all sick leave requests and is required for FMLA qualifying events.

12.1.5 Sick Leave Notification: The employee shall report to his/her immediate supervisor at the beginning of the period of illness or physical disability.

12.1.6 Deduction of Sick Leave: Sick leave shall be deducted at the rate of one hour for each hour absent from the assigned shift for sick leave.

12.1.7 Excessive Absenteeism: The parties recognize that every employee, as an essential job function, has a duty to be reliably present at work and that failure to confine sick leave usage to accrued and available sick leave raises the possibility of discipline for excessive absenteeism. The City will follow all legal

requirements, including but not limited to those of the FMLA, Worker's Comp injury, ADA, Washington Law Against discrimination, and Washington Family Care Act, when evaluating sick leave usage. Evaluation of sick leave usage is subject to just cause review and examination of relevant factors. The following factors will be considered carefully:

- (a) The tenure and work history of the employee, specifically to include whether there have been previous instances of this pattern of absenteeism.
- (b) Whether there is a likelihood of improvement within a reasonable period of time. This assessment may be made using the recommendation of a certified medical provider.
- (c) The pattern of use and whether the absences are clearly for bona fide sick leave purposes.

12.1.8 Records and Reports of Sick Leave: The City will maintain a record of all sick leave extended to employees.

12.1.9 Compensation of Earned Sick Leave: Upon separation of employment, an employee who has worked a minimum of ten (10) years shall be paid for all accrued unused sick leave to their credit at the rate of 2% per year of service with the City.

The Union may elect to have sick leave cash-out and/or vacation pay-out (Article 11.2) during a calendar year be deposited into the employee's VEBA and/or MERP account(s), rather than paid-out to the employee's final check. The Union shall notify the City in writing of the VEBA/MERP election by December 15th of the prior year. The election is for all employees who separate from employment with the City during that calendar year. If an employee does not have a VEBA account one will be created.

12.1.10 Payment of Accrued Unused Sick Leave in the Event of Death of the Employee: Payment for one hundred percent (100%) of accrued unused sick leave in the event of the death of an employee shall be made to the personal representative of the estate of the deceased employee, if one exists. If no probate proceeding is conducted, payment shall be made in accordance with the laws of the State of Washington.

12.1.11 The parties agree to continue to discuss effective sick leave administration and may reopen this article for revision prior to the expiration of the bargaining agreement.

12.2 **Washington State Paid Family Leave** – Washington state "Paid Family and Medical Leave" (PFML), this program premium is designated to be funded by both employee and employer. Beginning upon signing of this CBA, the premium contributions shall be paid at the rate and percentage split as set by Washington Employment Security Department.

12.3 **Bereavement Leave**

12.3.1 In the event of the death of a spouse, son/daughter, day employees shall be allowed up to 40 hours off and shift employees will be allowed up to 48 hours off without deduction from accumulated vacation or sick time.

- 12.3.2 In the event of the death of grandmother, grandfather, mother, father, brother, sister, mother-in-law, father-in-law, stepson, stepdaughter, stepfather, stepmother, aunt, uncle, or grandchild, day employees shall be allowed up to two (2) full working days off and shift employees will be allowed up to one (1) shift off without deduction from accumulated vacation or sick time.
- 12.3.3 In addition to the bereavement leave outlined in Article 12.2.1 & 12.2.2 above, and with approval of the Chief, employees may request additional time off for the purpose of health or travel. Day employees may request up to an additional five (5) working days off to be deducted from accumulated sick leave. Shift employees may request up to an additional two (2) shifts off to be deducted from accumulated sick leave.
- 12.3.4 Upon employee's return to work, the employee shall supply management with the following information about the deceased: their full name, location of death (City, State), and the relationship to the employee.
- 12.3.5 If the employee so chooses, bereavement leave may be used for qualifying family members in the case of imminent death. (Intent of this section is to allow someone the time off as indicated for bereavement (death) if the employee would rather see the person before they pass away.)

12.4 Jury Duty

- 12.4.1 In the event any employee is called for jury duty, such employee shall be granted a leave of absence without loss of compensation. Any compensation, which the employee shall receive by reason of having served as a juror, may be retained by the employee in addition to the employee's regular compensation.
- 12.4.2 There shall be no reduction of vacation time or accrued sick leave during the period such employee is actually serving as a juror.
- 12.4.3 In the event that an employee is called for jury duty and is excused by the Court after the jury for the case is selected, such employee shall report back to work and continue his/her normal work activities until again called for jury duty.

12.5 Witness Leave

- 12.5.1 In the event any employee is summoned to testify as a court witness on behalf of the Federal Government, State of Washington, or any county or municipality therein, there shall be no reduction of accrued vacation or sick leave during the period such employee is actually responding to the summons to testify in such cases. Upon completion of court witness service, such employee shall forward any reimbursement moneys received from the court, or other party served, to the City Treasurer immediately upon receipt of same. (Exception: Reimbursement for out-of-pocket expenses such as meals, mileage and lodging may be retained by the employee. (RCW 42.16.020))
- 12.5.2 In the event any employee is summoned to testify as a court witness when he has personally observed the event as an innocent, uninvolved, outside party, and he/she is under no circumstances connected to the event, there shall be no reduction of accrued vacation or sick leave during the period such employee is actually responding to the summons to testify in such cases. Upon completion of court witness service, such employee shall forward any reimbursement moneys received from the court, or other party served, to the City Treasurer immediately

upon receipt of same. (Exception: Reimbursement for out-of-pocket expenses such as meals, mileage, and lodging may be retained by the employee.)

12.5.3 In the event any employee shall receive a valid subpoena to appear and testify as a witness in any other type of case or proceeding (other than the two stated above) he/she shall be allowed to be absent from work for the period of time necessary to respond to the subpoena, but shall not receive compensation unless he/she elects to use accrued vacation for the period of absence from work. Such employee will be entitled to retain any compensation received from responding to the subpoena.

12.6 **Leave of Absence** - Leave of absence not exceeding thirty (30) calendar days and without pay may be granted by the Chief and City Manager as provided by City Policy and/or Civil Service Rules. Longer leaves of absence may be approved by the Civil Service Commission upon written request of the employee, and upon written endorsement by the Chief. Any person granted a leave of absence shall be required to pass a medical and physical examination by the City physician if the leave of absence has been for more than ninety (90) calendar days before such person can return to regular duty.

12.7 **Military Leave and Reinstatement Rights** - Military leave and reinstatement provisions shall be granted in accordance with applicable State and Federal laws. A detailed summary of applicable laws and administrative guidelines can be obtained from Human Resources.

Article 13 - Trading Privilege

13.1 Shift trades are a privilege, permitted by the City solely for the employees' convenience. The City and Fire Administration permit shift trades under the condition that they occur at no additional cost to the City.

13.2 Eligibility and Conditions.

- (a) Employees shall have the right to exchange all or part of an assigned shift with qualified bargaining unit personnel, with advance approval of the Battalion Chief or Acting Battalion Chief.
- (b) Shift trades shall be between bargaining unit members of equal rank, or position, and/or with individuals qualified to work out-of-classification on the date of the requested shift trade. Personnel shall be eligible for work out of classification pay when the trade involves an employee/position that was assigned to work out of classification.
- (c) At the time of shift trade request, no trade shall reduce staffing levels to below minimum staffing, as per Article 20.3.
- (d) Trades may be arranged between two bargaining unit members only. All trade requests shall be submitted for review and approval on the designated shift trade form as outlined in this article.
- (e) Probationary Firefighters may not trade shifts during their first 6 months of employment, except as approved by the Chief.

13.3 Employees shall be allowed to trade Kelly days with other employees without regard to rank or position. Kelly day trade requests shall comply with Addendum E.

13.4 Personnel working partial shift trades will continue on duty until properly relieved.

13.5 Trades must be paid back within twelve months.

13.6 Procedures

13.6.1 All Shift trade requests shall be submitted in advance to the Battalion Chief or Acting Battalion Chief for review and approval.

- (a) Shift trade requests of four or more hours must be submitted to the Battalion Chief or Acting Battalion Chief on a Shift Trade Request Form.
- (b) Shift trades of less than four hours do not require completion of a Shift Trade Request Form; however, the employee seeking the time trade must obtain verbal approval of the request from his/her Battalion Chief.

13.6.2 The Battalion Chief or Acting Battalion Chief shall file shift trade requests in the Department trade book under the month/date of the request.

13.7 Accounting for Vacancies

With the exception of the limited provisions identified in this article, shift trades shall be fulfilled by working the shift as approved. However, the parties acknowledge that there may be unforeseen instances where an employee who has agreed to work a trade is unable to report to work or continue to work on a trade due to illness, family death or illness, jury duty, witness leave, or on/off the job injury, or for some other reason. In those circumstances, the employee that agreed to work the trade will make a good faith effort to fill the vacancy without cost to the City in the following order:

- Contact the other employee involved in the trade to determine if the trade can be canceled and they can report to work.
- The employee assigned to the trade makes a trade with another employee to cover the shift.
- Request authorization to use paid leave subject to the following terms and limitations:

13.7.1 Sick Leave Eligible Event: If the responsible employee is unable to work the trade due to an authorized sick leave event, they shall have their sick leave reduced at time-and-one-half, and the Battalion Chief or Acting Battalion Chief shall hire someone in on overtime to cover the shift. If it is not necessary to hire someone in on overtime to cover the vacancy, sick leave shall be charged at the straight time rate.

If the employee cannot continue to work the shift due to an authorized sick leave event, their sick leave shall be reduced by the amount of time remaining on the shift that they were unable to work. The leave shall be reduced at the straight time rate.

13.7.2 Bereavement: If the responsible employee is unable to work the trade due to an authorized bereavement event, they shall be eligible for bereavement leave as per the terms of the Collective Bargaining Agreement.

13.7.3 Jury Duty or Witness Leave: If the responsible employee is unable to work the trade due to jury duty or witness leave, they shall be entitled to take applicable leave as per the terms and conditions of the collective bargaining agreement and related city policies (meaning they need to return to work once witness/jury duty has concluded) except that such leave entitlement for repayment of an unfulfilled shift trade shall be limited to not more than 24 hours per event (as evidenced by formal documentation such as a jury summons or a subpoena). Witness/jury duty to which an employee is unable to work scheduled trades in excess of the 24 hour allotment, shall require the employee to use vacation at a rate equal to the cost incurred to cover their inability to fulfill the trade.

13.7.4 Other Personal Reasons: If the employee responsible to work the trade is unable to work for any other reason, such absence shall be treated as any other request for absence and shall be subject to the advance review and approval of the Fire Chief. If an absence is authorized by the Chief (or designee) the individual can repay the trade with vacation at a rate equal to the cost incurred to cover their inability to fulfill the trade. If the employee does not have adequate vacation leave available to offset the time missed from work, their pay shall be reduced by an amount equal to the cost incurred to cover the shift (meaning either straight time or overtime).

If the absence is unauthorized, the employee responsible to work the trade shall be subject to formal disciplinary action and shall have their pay reduced by an amount equal to the cost incurred by the City to cover the shift.

13.8 The parties agree that authorized paid leave as well as hours worked on shift trade, as defined herein, are exempt from the Fair Labor Standards Act (FLSA) and shall not be treated as time worked for the purposes of calculating overtime. Further, the City has no legal obligation under the FLSA to maintain records of hours traded therefore timesheets shall not be modified to reflect hours traded.

13.9 When a shift trade cannot be completed and good faith efforts to find someone to cover the shift through a trade have been exhausted, the appropriate shift Battalion Chief or Acting Battalion Chief shall be contacted to make arrangements necessary to cover the absence. The employee who agreed to the trade is responsible for the vacancy regardless of reason and will be accountable for the hours lost and/or incurred costs as provided in this article.

13.10 In the event the employee responsible to work the trade (tradee) does not have enough paid leave to cover an unfulfilled trade they shall be required to take a deduction in pay as per the terms of this article, the pay deduction shall be based on the employee's rate of pay who failed to fulfill the trade (vs. the rate of pay of the person called in to cover the vacancy).

13.11 Disputes Between Employees: Neither the City nor Fire Administration will become involved in disputes between individual employees regarding shift trades.

Article 14 – Training

14.1 **Tuition Reimbursement** – Employees may request tuition reimbursement for coursework necessary to complete a Bachelor's degree from a college that has been accredited by an agency recognized by the US Department of Education and/or Council for Higher Education, in one of the following fields of study: Fire Science, Fire Investigation/Inspection, Fire Administration, Fire Engineering, Business Administration, or Public Administration.

- (a) The City will pay only for books not already contained in their “library” and books paid for become property of the City when the person completes the course.
- (b) Tuition reimbursement and cost of books is not provided for course credit given for experiential learning, work experience, audited courses or courses in which the employee is given credit for “testing out” of a course. Employees that desire to obtain credits via “testing out” of a course are eligible for reimbursement of related fees, under the same terms and conditions provided for eligible tuition reimbursement.
- (c) The annual maximum reimbursement eligibility is limited to the dollar equivalent of resident tuition for twenty (20) undergraduate credits at the University of Washington, and may be further limited or restricted in consideration of budgeted resources.
- (d) Reimbursement is made only for courses that earn the employee credit towards their approved degree objective and when the employee completes the course with a grade of “C” or better. Participants are encouraged to seek any scholarships in the form of financial aid that may be available and are to advise the city of any aid received. Reimbursement will be based on the difference between the scholarship and total tuition.
- (e) For budgeting purposes, employee tuition reimbursement requests are to be submitted to the Fire Chief, along with a professional development plan detailing how the course of study will contribute to the employee’s effectiveness in his/her current position or directly prepare the employee for promotional opportunities, between April 15th and July 1st. Requests not submitted during that timeframe will not be considered.
- (f) Further, the Department supports employee development activities, however, in consideration of limited resources for educational pursuits, reimbursement requests shall be subject to available funding at the discretion of the Fire Chief, with priority given to those currently enrolled in a degree program that is consistent with the employee’s professional development plan, officers and those likely to qualify as officers in the immediate future. Decision on distribution of limited training funds will be made based on consultation with the Training Management Group.
- (g) In situations where an employee receives tuition reimbursements (as defined above) in excess of \$500, and the employee voluntarily resigns from their position with the City, the employee will be subject to repayment of funds as follows:

Voluntarily Resigns	Percentage of fees/tuition to be remitted back to the City
Within 12 months of completing the course/program.	75%
Within 13 to 24 months of completing the course/program	50%
Within 25 to 36 months of completing the course/program	25%

14.2 **Relief Responsibility** - When an employee attends a training course of any type which is required by the Fire Department or mandated by law, or attends a school for the purpose

of obtaining a degree in Fire Science, the Department shall be responsible for furnishing any necessary relief for the employee attending the training. When an employee wishes to attend any training course, which is not required by the Department or mandated by law, the employee shall be responsible for obtaining any necessary relief.

An employee will be permitted to attend a school or training course without relief if the school or training course is held within the city limits of Longview or within a reasonable response distance.

14.3 Training Schedules

When at all practicable the department may schedule training on-duty or adjust schedules to accommodate individual and department training needs.

14.3.1 Off-duty Training - All approved, mandated off-duty training time for employees to achieve and maintain the necessary level of training shall be paid at the overtime rate in accordance with Article 6.3 of the current Labor Agreement. If the training duration is three (3) or more consecutive calendar days, the Fire Chief may assign employees to an eight (8) hour work per day schedule. If an employee is assigned to an eight (8) hour per day work schedule, the following conditions shall apply:

- (a) The employee shall receive a minimum of forty-eight (48) hours off preceding the scheduled training, and a minimum of forty-eight (48) hours off following the scheduled training. Travel time shall not be counted as part of the scheduled training.
- (b) All travel and training time in excess of eight (8) hours per day shall be paid at the overtime rate in accordance with Article 6.3 of the Labor Agreement. Training time shall be defined as all hours spent in lecture, classroom, or practical skills training.
- (c) Assignment to an eight (8) hour work schedule shall not affect the employee's wages, Kelly days, accrual of sick and vacation leave, or other benefits.
- (d) Each employee shall be notified a minimum of five (5) calendar days prior to assignment to an eight (8) hour per day work schedule.
- (e) Employees may have the option to refuse training during their scheduled vacation. If an employee elects to attend training offered during scheduled vacation, he/she may, at his/her discretion, choose one of the following options:
 - 1) Receive overtime in accordance with Article 6.3 of the Labor Agreement for training time spent on his/her scheduled vacation shift, or
 - 2) Reschedule the vacation to an open, unpicked shift.

14.3.2 On Duty Training Time: shall be allowed when staffing levels permit. Call-ins shall be utilized to allow employees to attend training sessions when staffing is below the minimum levels. Said training shall not impact other bargaining unit members' rights to use available leave time.

14.3.3 Employee-Initiated Voluntary Training: The department supports professional development for its members and will evaluate and consider employee requests to attend voluntary training opportunities subject to financial resources and department staffing needs. Such training may be supported by paying tuition, conference registrations, travel expenses, etc. as further allowed and provided by City policy.

- 14.4 **Contracted Service Area Training** - Both parties agree that employee and public safety will be a key consideration when evaluating and negotiating fire protection service agreements/contracts with area Industries. To that end, the parties agree to the following:
- 14.4.1 "Minimum training hours" as per the service area contracts in effect at time of this agreement shall determine the total number of industry training hours needed annually.
 - 14.4.2 In the event that service area contracts, in place at the time of the signing of this labor agreement, are renegotiated by the City or additional new contracted service areas are entered into; both parties agree to reopen this article to bargain the impact on conditions of employment if any.
- 14.5 **Scheduling of Contracted Service Area Training (CSA)** – Both parties agree that efficient and meaningful training and tours to the contract service areas are vital for hazard identification, facility familiarity, and employee safety. The parties agree to the following with regard to the scheduling of training/tour within the contract service area:
- 14.5.1 Training/Tour schedules and signup rosters shall be posted a minimum of 14 days in advance of the training/tour and the signup roster will be announced at the shift lineup for all shifts.
 - 14.5.2 All training/tours shall be a minimum of four (4) hours in duration.
 - 14.5.3 Signup for the training/tour shall be from off-duty personnel to cover for on-shift members that are away for the training/tour. All coverage personnel shall be compensated in accordance with the regular overtime provisions of this agreement.
 - 14.5.4 All training/tours shall be required to have a minimum of nine (9) members signed-up to cover training/tour attendees. In the event there are less than nine (9) voluntary coverage personnel, the City shall have the option to retain employees to fulfill the required nine (9) member minimum. Retained members shall be assigned to coverage in accordance with the Overtime Assignment Procedures outlined in Article 9.9.
 - 14.5.5 Any CSA training events in addition to the area familiarization training stated above will be discussed between the City and the Union. The City and the Union will mutually agree upon the number of units attending the training and the backfill needs.
 - 14.5.6 In the event a training/tour is cancelled with less than seven (7) days notice, all employees signed up for coverage shall be compensated for four hours at their regular overtime rate.
- 14.6 **Auto/Mutual Aid Training** – The City has the desire to engage in auto/mutual aid training in locations that are near, but outside, existing city boundaries. The intent is to meet department training objectives and receive credit from Washington Survey and Rating Bureau for training and exercising with mutual aid and automatic aid agencies while improving interagency fire & emergency services effectiveness and outcomes.
- 14.6.1 Auto/Mutual aid training and exercises may be scheduled at the following agreed upon locations:

- A. Cowlitz 2 Fire & Rescue Station #21 – Vine Street, Kelso
- B. Washington DNR – Columbia Heights Road
- C. Western Fire Center, Inc. – 2204 Parrott Way, Kelso
- D. Red Lion Inn – 510 Kelso Drive, Kelso

Any additional location that may be identified in the future as a desirable auto/mutual aid training site must be mutually agreed upon by the city and the union.

- 14.6.2 The city agrees to schedule no more than one (1) LFD unit at a time for such training, while maintaining immediate response coverage to the city.
- 14.6.3 The union agrees that units and personnel attending auto/mutual aid training at any of the agreed upon locations will not require the city to backfill and/or replace those personnel attending the training.

Article 15 - Mileage, Per Diem and Tool Allowance

- 15.1 Employees required to use a private vehicle while on duty for Fire Department business shall be compensated at the IRS rate as amended from time to time.
- 15.2 Employees required to attend out-of-town business functions shall receive per diem and/or expense reimbursement in accordance with the City's Credit Card, Travel and Reimbursement Policy.

Article 16 - Insurance Benefits

- 16.1 The city shall make available to eligible regular full-time employees and their eligible dependents, an insurance program that includes medical, dental and vision insurance and an employee assistance plan (EAP) benefit. This insurance program includes:
 - 1. **Medical Insurance.** Employees may choose between the following medical plans: Association of Washington Cities ("AWC") High deductible Healthcare Plan (HDHP) or Kaiser Permanente HDHP. A Summary Plan Description (SPD) and benefits of these HDHP's are attached in Addendum B-1.
 - 2. **Dental Insurance.** Employees may choose between the following Dental Insurance plans: AWC Delta Dental Service Plan F or Willamette Dental Active Plan 1.
 - 3. **Vision Insurance.** Vision insurance is provided by the City through the AWC Vision Service Plan (\$25.00 deductible) or Kaiser Permanente.
 - 4. **EAP Benefit.** An Employee Assistance Program is provided by the City.
- 16.2 **Payment of Premiums and Medical Expenses**
 - a) For all eligible regular employees and eligible dependents, the City will pay 100% of the premium costs of benefits specified in the previous section.
 - b) Effective Jan. 1, 2013, the City will fund a notional Health Reimbursement Arrangement (HRA) to cover claimed out-of-pocket deductibles.
 - c) An HRA/VEBA incentive of either \$125.00/month for single employees or \$250.00/month for employees with one or more dependents is provided to cover out-of-pocket deductibles. This HRA fund will be drawn down by any claimed deductible medical expense payments during the calendar year. Any HRA funds remaining in the

account of the employee as of April 1 of the following year will be transferred to the employee's personal VEBA account.

d) After the deductible is satisfied, the City will pay 100% of the employee's co-insurance amount of the allowed and covered medical expenses per the SPD, over the deductible amount but less than the out-of-pocket maximum, when the employee is the only family member covered by City provided medical insurance.

e) Effective October 1, 2017, after the deductible is satisfied, the City will pay 90% of the employee's co-insurance amount of the allowed and covered medical expenses per the SPD, over the deductible amount but less than the out-of-pocket maximum, when the employee and one or more eligible spouse/dependent(s) is covered by City provided medical insurance benefit.

f) Covered medical expenses per the SPD, greater than the out-of-pocket maximums, will be paid at 100% by the HDHP.

g) Claims, billings, refunds and account balances will be managed by a Third Party Administrator (TPA) selected by the City.

16.3 **Changes to Health Insurance Plans**

(a) In the event that the provider adopts benefit changes to the health insurance plans specified in this Article during the term of this Agreement, such changes will automatically be incorporated in to this Agreement. If the changes significantly reduce the benefit or requires additional contribution by the employee, the employer agrees to bargain the impact of the change.

(b) The City may change health insurance plans during term of the Agreement provided that any replacement plan provides substantially equal or better benefits.

(c) Status Quo Insurance Options. The Union and the Employer are in agreement that if the parties have not arrived at and concluded negotiations for a successor agreement for 2019 and beyond, the Employer will have the choice of continuing the HDHP/HRA for 2019 and beyond OR reverting back to the 2012 AWC and Kaiser health plans designs and premium formulas but based on the current year rates for the appropriate calendar year.

16.4 The City shall provide public liability insurance protecting all employees against claims for damages arising out of the performance of the employee's duties.

16.5 Retirees and/or retiree's spouse will be allowed medical benefits under the provisions of COBRA and any retiree plans offered by the city's medical providers.

16.6 **Life Insurance.** The City will provide a life insurance benefit to eligible employees in the amount of \$50,000.

16.7 **Long Term Disability (LTD).** Long-Term Disability is provided. An equivalent of 0.00288 of each employee's monthly base salary, per Addendum B, shall be deducted from payroll and payments made to the carrier for long-term disability. Effective The City will increase employee's base salary by the same amount (0.00288 of base salary) to offset the cost to employees.

16.8 **VEBA.** Employees that choose to be insured under a medical plan as a dependent (i.e. insured via a spouse's medical insurance plan), upon providing proof of said insurance

coverage he/she can elect to receive \$750.00 per month City paid contribution into a City sponsored Voluntary Employee Benefit Association (VEBA) account in lieu of enrolling in the City's medical insurance coverage program. Provided that at no time the number of Local 828 employees electing VEBA will exceed their percentage representation within the total employee census. This clause is to ensure that the Local's standing in the AWC Trust is not harmed. Underwriting rules prohibit more than 25% of employees from opting out of medical coverage. The City will recalculate this number each year based on Local 828 employee census on September 30. The union president will be notified annually of the maximum number of employees who may enroll in VEBA. If the number of employees reaches the maximum, no new Local 828 employees will be allowed to elect VEBA until the number of participating employees is below the maximum pro-rated amount.

16.9 **Medical Expense Reimbursement Plan (MERP).**

16.9.1 Effective January 1, 2017, the City shall make monthly MERP contributions in the amount of seventy five dollars (\$75.00) to each member of the bargaining unit. One Hundred Fifty dollars (\$150.00) per month shall be deducted from each employee on a pre-tax basis via payroll and contribution made monthly to the Washington State Council of Fire Fighters Medical Expense Reimbursement Plan (MERP). Such trust fund shall be used to pay health insurance premiums for eligible future retirees.

16.9.2 Any and all administrative and reporting requirements and responsibilities to the Trust shall be the sole responsibility of the Union and its members and not the City. The Union will defend and hold the Employer harmless out of any liability that may arise out of MERP.

16.10 **Benefits Committee.** The parties agree to participate in a Citywide employee/labor/management benefits committee. One member from each labor group will sit on this committee along with five non-represented employees (to include management). The purposes of the committee shall include:

- To seek ways to control health care expense.
- To provide means for increased employee education about insurance benefits and a means for employee input into insurance benefits carriers and plan design.
- The committee's purpose is educational and exploratory only and the committee cannot bind the city or the respective unions to any decisions or course of action.

Article 17 – Industrial Insurance

17.1 **LEOFF II Supplemental Coverage**

17.1.1 **Disability Leave Supplement.** When a LEOFF II employee becomes sick or injured, on the 6th day of disability for an on the job illness or injury he/she is entitled to a supplemental payment in addition to Worker's Compensation that will result in the same pay as for full time active service for a period of six (6) months. The supplemental payment will be funded one-half by the City and one-half by the employee's sick and other leave. If the employee's leave is exhausted, the City's portion will continue to be paid.

17.1.2 During the first six (6) months of disability, the employee shall receive all benefits provided in whole or in part by the City.

17.1.3 The City follows RCW 41 when computing the disability leave supplement. The City also agrees to coordinate benefits; however, consistent with RCW 51 at no time will an employee receive more than 100% of his/her salary.

Article 18 - Modified Duty, LEOFF II Employees

- 18.1 Upon submission of medical documentation indicating that an employee is temporarily unable to perform his/her full range of duties due to injury or illness, the Fire Chief shall assign the employee to any available and medically appropriate modified duty.
- 18.2 Modified duty assignments shall be made in accordance with the employee's work restrictions, as determined by the attending physician. Such assignments shall contribute in a meaningful and identifiable way to the mission and function of the Fire Department; and shall not be unreasonably withheld from an employee.
- 18.3 Employees on modified duty shall be assigned, at the discretion of the Fire Chief, to work a standard, forty (40) hour per week schedule of five (5), eight (8) hour days, or any other legally permitted alternative work schedule, e.g., a "4/10" or "9/80" schedule, depending the nature of the modified duty assignment and the employee's work restrictions.
- 18.4 Employees who have been released by the attending physician to work modified duty for fewer than 40 hours per week may be required to use accrued leave time, or be on a leave without pay, in conjunction with modified duty, but otherwise shall suffer no reduction in pay and benefits while on modified duty.
- 18.5 A detailed physician's report shall be submitted to the Human Resources Department prior to the assignment of modified duty, and after subsequent follow-up visits to the physician. Each status report shall include, at a minimum, (1) the type(s) of work the employee is able to perform, and/or unable to perform; (2) the number of hours per day, and/or schedule, the employee is able to work; and (3) an expected date the employee may be able to return to full duty, if such a date can be determined.
- 18.6 The employee shall receive a minimum of twenty-four (24) hours off following the end of modified duty before returning to shift work schedule.
- 18.7 Modified duty assignments shall be temporary in nature. Once the employee has been medically determined to be fit to return to full duty, that employee shall be returned to the position and duty shift to which he was assigned prior to the injury or illness, unless the employee has been promoted in the interim.
- 18.8 If there is any question concerning the employee's fitness for full duty, the Fire Chief may require the employee to undergo an examination by a qualified and licensed physician to be selected by the City.
- 18.9 Employees on modified duty shall not count against minimum staffing requirements.

Article 19 - Personnel Files

- 19.1 The personnel files are the property of the employer. The employer agrees that the contents of the personnel files, including the personal photographs, shall be confidential, to the extent permitted by law, and shall restrict the use of information in the files to internal use by employer.

- 19.2 This provision shall not restrict such information from becoming subject to due process by any court or administrative tribunal and shall be consistent with current State law. It is further agreed that information may be released to outside groups subject to the approval of both the employer and the employee; provided, that nothing in this section shall prevent an employee from viewing his/her original personnel file in its entirety at times mutually agreed upon between the employer and the employee.
- 19.3 Notification shall be given the employee within ten (10) calendar days of any additions to the personnel file by the employer that are evaluative in nature, and written notification shall be given within ten (10) calendar days for additions which are disciplinary in nature.
- 19.4 Access to the personnel file shall be limited to employee and employer. Removal of items from the personnel file shall be by mutual consent of the employee and the employer.

Article 20 - Safety

- 20.1 The City shall continue to make reasonable provisions for the safety and health of its employees.
- 20.2 Each shift will be allowed to have periodic safety meetings during their regular work shift. The subjects of discussion at safety meetings shall be restricted to safety-related matters.
- 20.3 The City, recognizing the importance of Firefighter safety and the safety of the citizen for whom they serve, agree to provide the following minimum staffing levels at all times:
- (1) a minimum of nine (9) line personnel on duty per shift;
 - (2) a minimum of three (3) line personnel assigned to each engine company;
 - (3) a minimum of three (3) line personnel shall be assigned to each truck company; and
 - (4) a minimum of two (2) line personnel shall be assigned to each medic unit.
 - (5) The City and the Union shall maintain at least 3 qualified Company Officers, 3 Master Firefighters, and 1 Paramedic per shift

The Union, recognizing budgetary constraints, agree to supplementary staffing of no more than one (1) Student Intern Firefighter per engine company and two (2) Student Interns per truck company, which will allow for a customary, safe staffing level of four (4) personnel per engine company and five (5) personnel per truck company.

- 20.4 The City shall endeavor to maintain between twelve (12) and fifteen (15) Firefighter/Paramedic FTE positions in suppression staffing.
- a. Lieutenant/Paramedic priority job shall be supervising a fire company.
 - b. A Lieutenant/Paramedic will not count towards the minimum staffing of one (1) paramedic per day.
 - c. A Lieutenant/Paramedic shall not count as one on the minimum of 12 FF/P's that the City endeavors to maintain.
- 20.5 The above minimum staffing levels, excluding Student Interns, shall consist exclusively of Union personnel. Union personnel at the "Recruit Firefighter step" will be excluded from minimum staffing levels until such time as they have met department performance

standards and advanced to the "Probationary Firefighter" step of the Firefighter salary schedule.

- 20.6 Due to the necessity of maintaining minimum staffing levels, it is hereby required that off-duty personnel of the Fire Department, at the direction of the shift Battalion Chief or Acting Battalion Chief, shall replace such absentee(s) in any number necessary to maintain the above staffing levels. Any such employee working a replacement shift in addition to that regularly assigned shall be compensated in accordance with the regular overtime provisions of this Agreement.

20.7 Workplace Violence.

In the interest of maintaining a workplace that is safe and free of violence, except as hereinafter provided, possession or use of dangerous weapons is prohibited on City property, in City vehicles, or in any personal vehicle, which is used for City business.

Exceptions to dangerous weapons prohibitions are listed below:

Individuals covered by this bargaining unit agreement may possess firearms on City property if:

20.7.1. Engaged in military or law enforcement activities

20.7.2 In the event an employee request to bring a weapon onto City property as a result of participating in recreational activities either directly before or after their work shift, (i.e. hunting, target shooting etc.), the following conditions must be met:

- A. All weapons shall be registered with the department shift supervisor.
- B. The weapon shall be rendered inoperable. (e.g. removal of the bolt or firing pin of a rifle, removal of a cylinder, slide, or firing pin of a handgun, or secured with trigger lock.) If the weapon cannot be rendered inoperable, the weapon shall not be allowed on City property.
- C. The disabled weapon shall be given to the shift supervisor, who will secure the weapon in an approved secure location such as gun cabinet, lock box, locked drawer etc. to which only the supervisor has access.
- D. The weapon shall be returned to the owner at the end of their shift and/or when they leave City property for the day.

Article 21 - Medical Aid Response

21.1 Emergency medical service will be provided by Fire Department employees. Both parties agree to a minimum certification level of Emergency Medical Responder (EMR/ First Responder) level of training, with the following conditions:

21.1.1 As a condition of employment, Employees within this bargaining unit will maintain a level of medical response certification at a minimum level as described below:

- Up to 10% of Employees will maintain the minimum of Emergency Medical Responder (EMR/First Responder)
- At least 90% of Employees will maintain the minimum of Emergency Medical Technician-Basic (EMT-B)

- 21.2 Firefighter/Paramedics shall possess a current Washington State Paramedic certification, along with Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS), and Prehospital Trauma Life Support (PHTLS) certifications or equivalents. Firefighter/Paramedics shall maintain the above certifications as a condition of employment.

Article 22 - Grievance Procedure

- 22.1 **Purpose:** The purpose of this procedure is to provide an orderly method for resolving grievances and there shall be no suspension of work or interference with the operations of the Employer. The parties agree that every effort should be made to resolve matters informally with the first level supervisor or others as appropriate, to settle disputes/grievances at the lowest possible level. The Union and/or grievant and the appropriate employer representative shall meet, if necessary to attempt to resolve the grievance at any step.

A grievance committee shall be formed consisting of three (3) members appointed by the Union at least one of which shall be from the past negotiating committee.

- 22.2 A grievance shall be defined to include only matters involving the interpretation, application or enforcement of the terms of this Agreement which includes any attached Addendums and Memorandums of Understanding (MOU).
- 22.3 The Union Grievance Committee shall have the duty to determine whether or not a grievance by the employees (or employee) exists. The provisions of this Article shall not be interpreted to require that the Union process any grievance through the grievance or arbitration procedure, which it believes, in good faith, lacks sufficient merit.
- 22.4 The parties grievance procedure is as follows:

Step 1: The apparent existence of a grievance should be presented by member(s) of the Grievance Committee to the employee's supervisor and the Administrative Battalion Chief or other Fire Chief appointee as soon as possible but not later than twenty-eight (28) days following the date of the occurrence or circumstances giving rise to the grievance. The Battalion Chief shall respond to the Grievance Committee within seven (7) calendar days from the initial discussion of the grievance.

Step 2: If the employee or Grievance Committee is not satisfied with the disposition of the grievance at Step 1, the Grievance Committee shall present the grievance to the Chief within fourteen (14) calendar days of receipt of the response at Step 1. The grievance shall be presented in writing to include the following 1) the statement of the grievance and the facts upon which it is based; 2) a statement of the specific provisions of the Agreement alleged to have been violated, misapplied, or misinterpreted; 3) the manner in which the provision is purported to have been violated, misapplied, or misinterpreted; 4) the date, or dates, on which the alleged violation, misinterpretation or misapplication occurred; 5) the specific remedy or adjustment sought; and 6) the signature of the member(s) of the Grievance Committee. The Chief or his/her designee shall respond in writing to the grievance within seven (7) calendar days.

Step 3: If the employee or Grievance Committee is not satisfied with the disposition of the grievance at Step 2, the Grievance Committee shall submit the written grievance, along with a written statement from the Grievance Committee, to the City Manager within fourteen (14) calendar days of the Fire Chief's decision. The City Manager, or his/her designee, shall respond in writing to the grievance within fourteen (14) calendar days.

Step 4- Mediation: In the event the grievance is not resolved within fourteen (14) calendar days of the City Manager's decision and the Union wishes to pursue it further, the parties shall submit the grievance to mediation. Either party may waive the mediation step and move to Step 5. Notification of the decision to waive shall be given to the other party within seven (7) calendar days. If the parties agree to use this step, the parties shall request the Washington Public Employment Relations Commission to assign a mediator to meet with the parties to attempt to reach a resolution of the grievance. The mediator shall have no authority to direct or require a specific resolution of the grievance, but will work with the parties to explore the merits of the grievance and possible resolution of it. Either side may terminate mediation at any time after fourteen (14) calendar days from first mediation meeting.

Step 5 - Arbitration: In the event the grievance is not resolved through mediation and the Union wishes to pursue it further, it shall within fourteen (14) calendar days of receipt of the notice of completion or termination of mediation at Step 4, refer it to arbitration. If mediation is not used, the Union shall have fourteen (14) calendar days from receipt of the Step 3 response to refer the matter to arbitration. Such referral shall be in writing, delivered to the Chief, with a copy sent to the City Human Resources Department. The parties, within fourteen (14) calendar days of the request for arbitration, shall attempt to agree on a mutually acceptable arbitrator. If unsuccessful the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) arbitrators, from which the parties may select one (1). The representatives of the City and Union shall alternately eliminate the name of one person from the list until only one name remains, with the parties flipping a coin to see which party strikes the first name from the list. The last name left on the list shall be the arbitrator. The cost of the list will be equally borne by both parties.

- 22.5 It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The arbitrator shall render his/her decision based on the interpretation and application of the provisions of the agreement within thirty (30) calendar days after the close of such hearing. The decision shall be final and binding upon the parties to the grievance provided the arbitrator shall have no power to add to, subtract from or otherwise modify or amend any terms of this Agreement. Expenses for the arbitrator's services shall be borne equally by both parties, but each party shall be responsible for any other expenses incurred by it in connection with the arbitration proceeding, including attorney fees.
- 22.6 The steps set forth in the grievance procedure contained in this Article shall be followed unless the Chief and the Grievance Committee Chair agree in a particular case that the procedural steps and/or time limits should be modified. Any agreement to modify the procedural steps and/or time limits shall be in writing. In the event that no provision is made to modify any procedural steps and/or time limits, failure of the grievant and/or the Union to comply with such steps and/or time limits shall be treated as final disposition of the subject matter of the grievance against the grievant. Failure by the City and/or Department to comply with a specified procedure or time period shall serve to automatically move the grievance to the next step.
- 22.7 Electronic or mechanical recorders are allowed during meetings involving grievances, unfair labor practices, or disciplinary action unless mutually excluded.

Article 23 – Uniforms & Clothing

- 23.1 All protective clothing and equipment as required by the Washington Vertical Safety Standards for Fire Fighters and other applicable statutes shall be supplied and cleaned at no cost to employees covered under this Agreement.
- 23.2 The City shall furnish uniforms, as determined by the Fire Chief, to new employees as soon as possible after the employee's date of hire.

Article 24 – Emergency Response Requirement

- 24.1 For the purpose of emergency response, as outlined in Article 9.8, employees hired after November 1, 1998 shall, as a condition of employment, maintain a bona-fide residence within sixty (60) road miles of Station 81, 740 Commerce Avenue, Longview, WA. For the purpose of determining if an address meets this requirement; both parties agree to utilize a GIS map maintained by City GIS Services.

Article 25 - Promotions

- 25.1 All promotions to positions within the bargaining unit shall be made solely on merit through an open, competitive examination process. Examinations shall fairly, objectively, and comprehensively test for qualifications of a given position, in accordance with the Longview Civil Service Rules. The choice of examination methods and the various weights given to each component of examinations shall be replicated as closely and as consistently as possible to insure maximum uniformity.
- 25.2 Announcements for promotional examination shall be conspicuously posted in each fire station a minimum of fourteen (14) days prior to the closing date for applications. Applications received after the closing date will not be considered. A description of the subject matter to be covered by each component of the testing process, and the weight given to each component, shall be provided and posted with the announcement.
- 25.3 Testing of candidates shall be no less than forty-six (46) days after the closing date for applications. Test reference materials that are applicable to the examination shall be maintained by the Employer and shall be available to those employees who wish to prepare for the examination. Only candidates with cumulative score of 70% or higher shall be considered for promotion.
- 25.4 Test scores shall be compiled and distributed to candidates within a reasonable time after testing date. Candidates shall be allowed a period of four (4) business days following the distribution of the scores, and prior to the posting of candidates scores, to inspect their summary score sheets for any of the various components of the testing process. Candidates shall be prohibited from reproducing the documents inspected.
- 25.5 After an employee accepts a promotion to positions within the Longview Fire Department, the employee shall be allowed to revert back to their previously held position within the bargaining unit for up to twelve (12) months.

Article 26 - Personnel Reduction

26.1 Notice of Personnel Reduction

26.1.1 The City shall notify the Union of the need to reduce the number of personnel within the bargaining unit at least sixty (60) days prior to the effective date of a lay-off. The notice shall disclose the number of positions and the rank or classification to be affected.

26.1.2 Each affected employee reduced in rank or laid off as a consequence of a reduction in force shall be given written notice at least forty-five (45) days before such action is to occur. A copy of the notice shall be sent to the Union.

26.2 Seniority - All personnel reductions shall be established by seniority in the Longview Fire Department. Seniority and continuous service shall be defined as follows:

26.2.1 Continuous Service: The continuous length of time an employee is employed with the City of Longview less any periods of time the employee is in a non-paid leave status for thirty (30) or more calendar days. The employee's seniority date shall be adjusted by one calendar month for each thirty (30) day period of unpaid leave.

26.2.2 Seniority in Department: The length of continuous service in the employ of the Longview Fire Department.

26.2.3 Seniority in Rank: The length of continuous service in a line supervisory position of the Longview Fire Department (i.e. Captain, Lieutenant).

26.2.4 Seniority in Classification: The length of continuous service spent in line position and/or job classification, which holds no rank or supervisory responsibility.

Seniority dates shall be established from the date that the employee was hired in the department or promoted to the rank or classification. In the event of a tie in seniority, the tie shall be broken on the basis of entrance or promotional examination score as applicable.

26.3 Order of Lay-off - In the event a personnel reduction is necessary, the reduction shall proceed in the following order:

- (a) Employees shall be laid-off in the reverse order of department seniority; the most junior employees within the bargaining unit shall be laid-off first, without regard to rank or classification.
- (b) In the event that personnel reduction results in a need for a redistribution of employees from superior ranks to lesser ranks, such reductions shall be accomplished by reducing in rank those employees with the least tenure in the effected rank.
- (c) In the event of reduction in rank, employees shall only be eligible to bump personnel from positions that were held previously by the employee reduced in rank, and for which they have rank or classification seniority as described above.
- (d) Any employee who feels they have been improperly laid-off shall have the right to appeal their lay-off through the grievance procedure.

26.4 **Recall of Personnel** - Employees on layoff shall be recalled according to seniority, provided that those recalled have demonstrated ability and qualifications to serve in the classification in which the opening exists and the employee meets LEOFF II medical standards as required under the RCW's. No new employees shall be hired until all laid-off employees have been given an opportunity to return to work. All personnel reduced in rank or classification shall be reinstated to the position held prior to the promotion of others. Employees shall be reinstated with seniority acquired prior to lay-off.

26.4.1 The Union shall cooperate with the City in maintaining a list of addresses of employees who have been laid off. The City shall send notice of recall to the employee at their last known address by certified mail with a return receipt requested. If any employee fails to respond to the notice within fourteen (14) calendar days from the date of mailing of the notice of recall, that employee shall be considered to have terminated their employment with the City, shall cease to have seniority, and the employee's name shall be removed from the recall list.

26.4.2 In the event that an employee is unable to report to work as a result of a bona fide physical or mental condition, the employee's name shall not be removed from the list nor shall the employee be considered to have quit or cease to have seniority, but rather shall, in the event the City determines that it cannot await their return, be passed over for recall purposes until the next issuance of notice of recall, provided that the employee shall provide the City with notice within fourteen (14) calendar days of their inability to return to work. It is recognized that the City may require the substantiation of the illness or injury alleged to be the cause of failure to report pursuant to the recall notice. If the substantiation is not submitted to the City within seven (7) calendar days of the receipt of the City's request for substantiation without reasonable cause for any delay in so providing, and in further event that any such substantiation does not reasonably support the employee's alleged illness or injury, then the loss of seniority and recall rights shall be imposed.

26.4.3 Recall rights for any employee shall expire thirty (30) months from the date of layoff. Written notice of expiration or loss of recall rights shall be sent to the employee at their last known address by certified mail with return receipt requested.

Article 27 – Disciplinary Actions

27.1 Employees shall not be disciplined or discharged without just cause.

27.2 The following progressive corrective or disciplinary actions may be imposed: (a) counseling; (b) training; (c) verbal reprimand (d) written reprimand; (e) suspension; (f) demotion; and (g) termination of employment. Prior to imposing disciplinary action, an investigation may be conducted, and the employee subject to the disciplinary action may be placed on administrative leave, i.e., temporary leave with pay, pending completion of the investigation. Disciplinary action shall be taken in a timely manner after completion of the investigation.

27.3 During the probationary period, a newly hired employee may be terminated at any time without cause. Newly hired probationary employees, may be disciplined and the employee shall be provided an opportunity for response; however, they shall have no recourse for the disciplinary action through the appeal or grievance process.

27.4 Employees shall be notified of intent to take disciplinary action and shall be provided an

opportunity to respond prior to the action. The type of notice depends on the nature of the proposed disciplinary action. For counseling and verbal reprimands, the notice is implicit in the action. Written reprimands shall be discussed with the employee, and the employee shall be provided an opportunity for written rebuttal, i.e., the employee may submit a written rebuttal to be placed in his/her permanent personnel file along with the written reprimand. Employees subject to disciplinary action involving suspension, demotion, or discharge shall be provided with the following before final action is taken:

- (1) Written notice of the proposed disciplinary action, including the reasons for the action, and the rules, regulations, policies, or laws which are alleged to have been violated;
- (2) an opportunity to review any documents or materials upon which the proposed action is based;
- (3) a disciplinary hearing shall be held within 5 business days of receipt of the notice of intent to take disciplinary action, the employee may respond in writing prior to the hearing or verbally at such time, to the charges made; and
- (4) an opportunity to be represented by a Union representative, or anyone else of the employee's choosing, during any verbal response to the proposed disciplinary action.

27.5 A suspension, demotion, or discharge may be appealed in accordance with Article 22, Grievance Procedure, such appeals shall begin at Step 3 of the procedure. Alternatively, the disciplinary action may be appealed to the Civil Service Commission in accordance with Section 13 of the Civil Service Rules of the City of Longview. The employee's selection of one avenue of appeal shall preclude the use of the other.

27.6 Disciplinary materials at the level of written reprimand or higher shall be maintained in the official personnel file of the employee. Access to personnel files shall be limited to the employee, his authorized representative, officials of the City who have a legitimate business need for access of as required by state or federal laws.

27.7 Disciplinary materials shall be removed from personnel files in accordance with the following schedule:

- 1) *Written Reprimand*: A written reprimand will remain in the employee's personnel file for no more than eighteen (18) months, in the absence of similar misconduct during that period. At any time after six (6) months, the employee may petition the Chief for the removal of a written reprimand.
- 2) *Suspension Without Pay*: A record of suspension without pay of equal to or less than 48 hours (40 hours for day personnel) will be removed from an employee's personnel file after thirty six (36) months, in the absence of similar misconduct during that period. At any time after twelve (12) months the employee may petition the Chief for the removal of a suspension without pay.

A record of suspension without pay greater than 48 hours (40 hours for day personnel) will be removed from an employee's personnel file after forty eight (48) months, in the absence of similar misconduct during that period. At any time after eighteen (18) months the employee may petition the Chief for the removal of a suspension without pay.

- 3) *Demotion*: A record of disciplinary demotion will be removed from an employee's personnel file after sixty (60) months, in the absence of similar misconduct during

that period. At any time after twenty four (24) months the employee may petition the Chief for the removal of a demotion.

- 4) *Termination*: A notice of termination will remain in the employee's personnel file as long as the file exists.

Article 28 - Union Business

28.1 Payroll Deductions

28.1.1 Upon being furnished written authorization cards signed by each employee, the City shall deduct Union dues and initiation fees from the pay of the employee. The City shall deliver this sum to the Secretary/Treasurer of the Union, or to a Union-designated banking institution.

28.1.2 In the event an employee does not receive a check or the check is not large enough to satisfy the dues or fees because of emergency due to illness, curtailment of employment, leave of absence, or layoff from employment in accordance with the Civil Service Commission's rules or regulations, no deductions shall be made from the employee's pay for that month.

28.1.3 Administrative Charge: The employer is authorized to charge the Union a service fee of Three Dollars (\$3.00) per employee each time the Union changes the schedule of Union dues and initiation fees in excess of once per year. The Union shall remit the appropriate amount to the Human Resources Department by the tenth day of the month in which notice of the Union dues or initiation fee change is received by the Employer.

28.1.4 The Union agrees to indemnify and hold harmless the City for any claims arising out of the City's activities to enforce the provisions of this Article.

28.2 **Union Business Leave**: Upon forty-eight (48)-hour written request, the Chief or his/her authorized representative may grant up to three (3) Union representatives time off from regularly scheduled duty, without loss of pay or benefits, for the purpose of participating in scheduled collective bargaining negotiations with City officials. Union representatives shall be defined as personnel elected or appointed by the Union. Granting or approval of time off shall not be unreasonably withheld. The City, at its option, may waive the written notification. The Chief or his/her authorized representative retains the right to rescind such release time for emergency response.

28.3 Space for Union Business

28.3.1 The City shall provide space for a bulletin board at least equal to that now provided at the Main Station. The City shall provide space for a bulletin board at the space available next to the existing bulletin board at Station 82.

28.3.2 Notices posted on the bulletin board shall be limited to official Union notices and shall not contain any defamatory or obscene material.

28.3.3 The City shall provide space for three legal size file cabinets, one of which may be placed at Station 82, to be used exclusively by the Union for its own business.

28.4 Use of City Facilities, Tools, Utilities, and Consumables

28.4.1 The City will allow the use of its copy machines and computers for Union business under the following conditions. City supplies shall not be used in conjunction with Union business; however, the use of City copy paper is allowed as long as the Union reimburses the City at the standard rate of \$0.10 per copy. City computers may be used for Union business on stand down time as long as any information generated is stored on a disk and removed from the computer.

If City office equipment is not available for Union use for whatever reason, the City is in no way obligated to provide alternate equipment for Union business.

28.4.2 During stand down time, Union members are permitted to conduct Union business in available space in the Fire Stations.

28.4.3 Union members shall be permitted to use City facilities, tools, and utilities for personal projects during stand down time. These projects are defined as those that could be completed at a given member's residence, and would be, if the member were not on-duty and physically present at the Fire Station.

28.4.4 The City recognizes that Union members have used their personal tools, skills, and knowledge in the past to complete projects that benefit the City. The Union, in turn, recognizes that the City may request Union members to volunteer the use of their personal tools, skills, and knowledge in the future to work on projects that benefit the City.

28.4.5 Union members will use their own supplies to complete personal projects during stand down time, i.e., City supplies will not be used even if the Union member is using City facilities, tools, and utilities to complete a project. However, the use of City copy machines is allowed as long as the Union member reimburses the City at the standard rate of \$0.10 per copy. City supplies shall not be removed from the Fire Station for use on a Union member's personal project.

28.4.6 The use of Fire Station parking lots for storage of personal vehicles is not permitted without express permission of the Fire Chief or designee.

28.4.7 Permission to use City facilities, tools, or utilities on personal projects of an unusual or extraordinary nature requires the prior approval of the Fire Chief.

28.4.8 Subject to the discretion of the company officer, personnel may leave the station on Department apparatus for food and supplies.

28.4.9 At the request of the crew, and subject to supervisory approval, a crew may attend special community and sporting events held in the City of Longview. Consideration for attendance shall include providing first aid and response assistance.

Article 29 - Successor Clause

29.1 This Agreement 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, or by any change geographically or otherwise in the location or place of business of either party.

Article 30 – Savings Clause

30.1 The provisions of this Agreement are declared to be severable and if any section, subsection, sentence, clause or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Agreement, but they shall remain in effect, it being the intent of the parties that this Agreement shall stand, notwithstanding the invalidity of any part.

Article 31 – Duration of Agreement

31.1 This Agreement shall be in full force and effect from January 1, 2026 to December 31, 2028. This Agreement may be amended at any time by mutual agreement of both parties. This Agreement shall remain in effect during negotiations for a successor Agreement and shall continue to remain in full force and effect until such time as a new Agreement is ratified.

Dated this ___ of May 2026

City of Longview, WA

Longview Union Fire Fighters,
International Association of Fire Fighters, Local 828

By _____
Jennifer Wills, City Manager

By _____
Dave Lamb, President

Witnesses:

Witnesses:

Sabrina Fraidenburg, HR Director

Justin Noel, Vice President

Brad Hannig, Fire Chief

Kacy Clark, Trustee

MOU/MOA's which are still recognized in-force by both parties are the following;

1. Paramedic Transport MOA dated 07/30/2013
2. VEBA: Opt-out of Healthcare Benefits dated 11/25/2024
3. Healthcare Deductibles MOU dated 03/17/2026

ADDENDUM A

Contract Definitions

Bereavement Leave or Death in the Family: Time that employees may take as specified in the labor contract in the event of death of a spouse, grandmother, grandfather, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, stepson, stepdaughter, stepfather, stepmother, aunt, uncle or grandchild. This time is not counted against accumulated leave balances.

Contracted Service Area: An organization or service area located outside the city limits with which the City has contracted to provide fire suppression services.

Contracted Service Area Training: Training that is provided to fire suppression personnel based on contractual arrangements with contracted service area organizations. The department is reimbursed for training conducted as stipulated in each service area contract.

Day Employees: Employees who are assigned to a 40-hour work week.

Emergency Overtime: When an employee is required to work beyond the end of his/her normal workday or shift for an emergency, or is called in prior to the beginning of his/her normal workday or shift for an emergency.

Fair Labor Standards Act (FLSA): Federal legislation that directs employers on the administration of established work periods and requirements to pay overtime for non-exempt employees. Contains a specific 7K exemption which may be applied to public safety personnel and provides for scheduling outside the 40 hour work period.

FLSA Work Period: The period of time designated for specific groups which determines the threshold for computing overtime. Any hours worked above the maximum allowed in an FLSA work period are overtime compensable.

Jury Duty Leave: Time off that employees may use when assigned to jury duty which does not count against accrued leave balances.

Kelly Days: A shift that is scheduled off within an FLSA work period for staff covered under the 7K exemption. Kelly Days enable the employer to maintain the number of hours allowed within the work period and avoid incurring unnecessary overtime liability.

Law Enforcement Officers and Fire Fighters Retirement System-1 (LEOFF-1). Washington State mandated retirement system for law enforcement officers and fire fighters hired before October 1, 1977.

Law Enforcement Officers and Fire Fighters Retirement System-2 (LEOFF-2). Washington State mandated retirement system for law enforcement officers and fire fighters hired on or after October 1, 1977.

Lay off: Termination based on elimination of a position due to budgetary limitations, reorganizations or other changes not related to the performance of an employee.

Modified Duty: A temporary assignment for an employee who is unable to perform his/her full range of duties due to injury or illness.

Off-shift-Non-callback Overtime: Incidents in which employees are off duty and happen upon emergency incidents within the City of Longview.

Regular Overtime: Time worked, in accordance with contractual agreements and Fair Labor Standards Act (FLSA), which exceeds the number of hours allowed in the designated FLSA work period. This time is compensable at one and one half times the regular rate of pay.

Sick Leave: A period of time, the purpose of which is to allow temporarily ill, injured, or disabled employees incapable of fully performing his/her job to remain away from their work without loss of compensation. In accordance with Washington Family Care Act, may also be used when an employee is required to care for a child with a health condition that requires treatment or supervision; a spouse, parent, parent-in-law, or grandparent who has a serious health condition or emergency health condition; or to care for children 18 years and older with disabilities.

Shift Employees: Employees who are assigned to 24/48 hour shift rotation.

Specialists' Assignments: Assignments for suppression personnel which require additional training, expertise, and specific call out availability requirements.

Stand Down Time: On-duty time during which active work assignments of fire suppression employees is limited to allow significant periods of rest while remaining on emergency response-readiness.

Structured Work Hours: Hours during the shift in which work may be performed as assigned by the Fire Chief and his/her designee. Examples of work assignments during structured work hours may include but are not limited to: drills, inspections, training, public education, fire safety instruction, physical fitness exercise programs, station cleaning, apparatus and equipment cleaning, and all other routine work.

Vacation Buy Back: Cash compensation provided to employees for unused portions of leave. The number of hours of vacation buy back are limited by agreement in the contract and are deducted from the number of available vacation picks for scheduling in the year.

Vacation Leave: An accrued benefit that provides employees time off. Special provisions for picking vacation time is detailed in the labor contract and is different for shift employees than day employees.

Witness Leave: Time off that employees may use when summoned to testify as a court witness on behalf of the Federal Government, State of Washington, or any county or municipality therein. Use of this leave does not count against accrued leave balances.

Working out of class: An employee works out of class when he/she is assigned to assume the major distinguishing duties of a position in a higher classification and/or to replace another employee in a higher classification and to perform a majority of the principle duties of that classification. Acting pay for performing work out-of-class is available for those employees who are qualified to work the out of class assignment.

ADDENDUM B

2026 FIRE UNION 828							
4% effective 1/1/2026							
Effective January 1, 2026				STEPS			
GRADE	PER	A	B	C	D	E	F
70							
Recruit FF	MO	\$5,992.86					
	PP	\$2,996.43					
	YR	\$71,914					
	HR	\$28.14					
71							
Prob. FF	MO	\$6,914.84					
	PP	\$3,457.42					
	YR	\$82,978.02					
	HR	\$32.46					
FF 4th Class	MO		\$7,375.82				
	PP		\$3,687.91				
	YR		\$88,509.89				
	HR		\$34.63				
FF 3rd Class	MO			\$7,836.81			
	PP			\$3,918.41			
	YR			\$94,041.76			
	HR			\$36.79			
FF 2nd Class	MO				\$8,297.80		
	PP				\$4,148.90		
	YR				\$99,573.62		
	HR				\$38.96		
FF 1st Class	MO					\$8,758.79	
	PP					\$4,379.40	
	YR					\$105,105.49	
	HR					\$41.12	
Master FF (Qualified to Drive)	MO						\$9,219.78
	PP						\$4,609.89
	YR						\$110,637.36
	HR						\$43.29
72							
Fire Inspector - 3rd Class (7% Above "F" Step Master Firefighter)							
	MO	\$9,865.16					
	PP	\$4,932.58					
	YR	\$118,382					
	HR	\$56.91					
Fire Inspector - 2nd Class (10% Above "F" Step Master Firefighter)							
	MO		\$10,141.76				
	PP		\$5,070.88				
	YR		\$121,701				
	HR		\$58.51				
Fire Inspector - 1st Class (15% Above "F" Step Master Firefighter)							
	MO			\$10,602.75			
	PP			\$5,301.37			
	YR			\$127,233			
	HR			\$61.17			

73											
Acting Captain (5% of the monthly base salary of Master Firefighter)											
	MO	✓	\$9,680.77								
	PP	✓	\$4,840.38								
	YR	✓	\$116,169								
	HR	✓	\$45.45								
75											
Probationary Captain (13% Above "F" Step Master Firefighter)											
	MO	✓	\$10,418.35								
	PP	✓	\$5,209.18								
	YR	✓	\$125,020								
	HR	✓	\$48.91								
Captain (17% Above "F" Step Master Firefighter)											
	MO	✓	\$10,787.14								
	PP	✓	\$5,393.57								
	YR	✓	\$129,446								
	HR	✓	\$50.64								
76											
Acting Battalion Chief (3% of the monthly base salary of Master Firefighter + Captain Base Salary)											
	MO	✓	\$11,063.74								
	PP	✓	\$5,531.87								
	YR	✓	\$132,765								
	HR	✓	\$51.94								
77											
Deputy Fire Marshal (20% Above "F" Step Master Firefighter)											
	MO	✓	\$11,063.74								
	PP	✓	\$5,531.87								
	YR	✓	\$132,765								
	HR	✓	\$63.83								
74											
Mechanic (2080 Annual Hours)											
	MO	✓	\$6,861	✓	\$7,167	✓	\$7,474	✓	\$7,784	✓	\$8,087
	PP	✓	\$3,430.27	✓	\$3,583.25	✓	\$3,736.80	✓	\$3,892.03	✓	\$4,043.32
	YR	✓	\$82,327	✓	\$85,998	✓	\$89,683	✓	\$93,409	✓	\$97,040
	HR	✓	\$39.58	✓	\$41.35	✓	\$43.12	✓	\$44.91	✓	\$46.65

2026 FIRE 828 MEDICAL/DENTAL/VISION/VEBA

Kaiser High Deductible \$1,700/\$3,400 w/HRA/VEBA: 20% office coinsurance after deductible; \$15/\$30 RX after deductible; Annual Out-of-Pocket Maximum \$2,500/\$5,000 Kaiser Vision: \$150 allowance every 24 months	Employee	Employee + 1 Child	Employee + 2 or more Children	Employee + Spouse	Employee + Spouse + 1 Child	Employee + Spouse + 2 or more Children
Total Monthly Premium Cost: (2026 Premium Increase of 9.3%)	\$781.75	\$1,127.25	\$1,433.69	\$1,543.93	\$1,889.44	\$2,195.90
Employee Monthly Contribution: (\$0)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Employee Annual Cost: (\$0)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Employer Monthly Base Contribution (100% of Premium)	\$781.75	\$1,127.25	\$1,433.69	\$1,543.93	\$1,889.44	\$2,195.90
Employer Annual Base Cost: (100% of Premium)	\$9,381.00	\$13,527.00	\$17,204.28	\$18,527.16	\$22,673.28	\$26,350.80
Total Annual Premium Cost:	\$9,381.00	\$13,527.00	\$17,204.28	\$18,527.16	\$22,673.28	\$26,350.80
Employer Monthly Contribution to Wex HRA	\$141.67	\$283.34	\$283.34	\$283.34	\$283.34	\$283.34
Employer Annual Contrib. to HRA VEBA less submitted medical expenses	\$1,500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Regence High Deductible \$1,700/\$3,400 w/HRA/VEBA: 20% office coinsurance after deductible; 20% RX in network; Annual Out-of-Pocket maximum \$5,000/\$10,000	Employee	Employee + 1 Child	Employee + 2 or more Children	Employee + Spouse	Employee + Spouse + 1 Child	Employee + Spouse + 2 or more Children
Total Monthly Premium Cost: (2026 Premium Increase of 8.7%)	\$721.58	\$1,087.84	\$1,387.76	\$1,452.04	\$1,818.30	\$2,118.22
Employee Monthly Contribution: (\$0)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Employee Annual Cost: (\$0)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Employer Monthly Base Contribution (100% of Premium)	\$721.58	\$1,087.84	\$1,387.76	\$1,452.04	\$1,818.30	\$2,118.22
Employer Annual Base Cost: (100% of Premium)	\$8,658.96	\$13,054.08	\$16,653.12	\$17,424.48	\$21,819.60	\$25,418.64
Total Annual Premium Cost:	\$8,658.96	\$13,054.08	\$16,653.12	\$17,424.48	\$21,819.60	\$25,418.64
Employer Monthly Contribution to Wex HRA	\$141.67	\$283.34	\$283.34	\$283.34	\$283.34	\$283.34
Employer Annual Contrib. to HRA VEBA less submitted medical expenses	\$1,500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Opt-Out/VEBA = \$750/month with acceptable assurance of coverage by an ACA group health plan						
DENTAL	Employee	1 Dependent	2 or more Dependents			
Delta Dental of Washington Plan F						
Total Monthly Premium: (2026 Premium Increase of 4.3%)	\$58.28	\$110.20	\$172.48			
Employee Monthly Contribution	\$0.00	\$0.00	\$0.00			
Employee Annual Contribution	\$0.00	\$0.00	\$0.00			
Employer Monthly Contribution	\$58.28	\$110.20	\$172.48			
Employer Annual Cost	\$699.36	\$1,322.40	\$2,069.76			
Total Annual Premium Cost	\$699.36	\$1,322.40	\$2,069.76			
Willamette Dental						
Total Monthly Premium: (2026 Premium Increase of 7.6%)	\$74.00	\$138.64	\$220.80			
Employee Monthly Contribution	\$0.00	\$0.00	\$0.00			
Employee Annual Contribution	\$0.00	\$0.00	\$0.00			
Employer Monthly Contribution	\$74.00	\$138.64	\$220.80			
Employer Annual Cost	\$888.00	\$1,663.68	\$2,649.60			
Total Annual Premium Cost	\$888.00	\$1,663.68	\$2,649.60			
Vision	Employee	1 Dependent	2 or more Dependents			
City will pay 100% of the premium						
Total Monthly Premium: (2026 Premium Increase of 0%)	\$7.72	\$15.44	\$23.16			
Annual Contribution	\$92.64	\$185.28	\$277.92			

Under the Affordable Care Act, Health Insurers and employers must provide a medical summary of benefits and coverage (SBC) to enrollees upon the group's renewal. The Kaiser and Regence SBCs are available on the City's Nutshell website under Departments/Human Resources/Benefit Documents/2024 Benefits Information and Enrollment Forms. SBC documents are available in paper form upon request to the Human Resources Department.

ADDENDUM C

Family Medical Leave, Extended Disability Leave, and Use of Temporary Employees

The parties agree to the following with regard to applicability of the City's Family Medical Leave policy to Local 828 members – all aspects of the policy will be applicable to those within the bargaining unit.

- 1) The Employee shall have time missed from work considered as official Family Medical Leave and will be required to utilize their paid leave accruals prior to being placed in an unpaid status. Accrued leave will be utilized in the following order: Sick Leave then Vacation Leave.

Further when an employee cannot perform their primary job functions due to their own serious health condition (*a qualifying FMLA event*) for a period extending beyond their eligible FML period, the parties agree:

In the event the employee remains unable to return to work due to their own serious health condition at the conclusion of their official FMLA period, as evidenced by proper medical certification, the City agrees to:

- 1) Continue the employer contribution towards health benefits in accordance with the stipulations indicated in the FML policy provided the employee does the same, not to exceed an additional twelve weeks beyond the employee's FML leave and only when such time is taken as consecutive leave.
- 2) Provide the employee with the same reinstatement rights for the extended leave period as articulated in the FML policy provided the additional time is taken as an extension of an official FML and the cumulative leave period does not exceed twelve consecutive months.

The parties agree that the City may use qualified Longview Fire Department Student Interns, as temporary employees to fill temporary vacancies within the bargaining unit as indicated herein.

- 1) For the purposes of this agreement, a temporary vacancy is defined as a vacancy that results when a regularly budgeted position is temporarily vacated due to an officially approved employee leave, as indicated in Article 12 of the labor agreement. Temporary vacancies are defined as lasting longer than twenty one days but not more than twelve 12 consecutive months in duration.
- 2) Temporary employees shall not acquire any civil service status and are excluded from the bargaining unit and the provisions of the labor agreement. However, work assignments, shift schedule, and emergency call back will be managed in accordance with the terms of this Agreement.
- 3) The City will compensate temporary employees at the Probationary Firefighter step.
- 4) Except by mutual agreement, regularly budgeted positions that are expected to be temporarily vacant for longer than 12 consecutive months will be filled through the regular employment process.

The parties agree that the City may hire student interns as temporary Firefighters which have completed 12 months of the internship with the Department and have successfully completed Phase II objectives of the Department's Student Intern Program. Objectives to be met in Phase II of the Student Intern Program are as follows:

- 1) Receive satisfactory monthly evaluations.
- 2) Successfully pass each Firefighters Essentials chapter tests with 80% or better score.

- 3) Successfully complete Firefighter I objectives as provided in the Firefighter I verification manual.
- 4) Successfully complete the WSP Fire Protection Competencies for Firefighter I Practical Skill Certification.
- 5) Successfully complete and pass an equivalent Firefighter I written and practical test, administered within the Department, with 80% or better score on the written exam.
- 6) Successfully complete Washington EMT-B certification.

ADDENDUM D

Re-organization Settlement and Memorandum of Understanding Between City of Longview and IAFF Local 828

This agreement effectively resolves disputes between the parties, including grievances and unfair labor practices, regarding the organizational changes made in the fire department and impacts thereof.

The parties agree to ensure operational efficiency and effectiveness that all department personnel must work together to accomplish projects and program responsibilities as assigned by management. Company officers in the 828 bargaining unit will be responsible for specific projects, assigned tasks, and daily shift operations as typically assigned to them, to include those identified below. Members of local 3375 will be responsible for directing and managing assigned programs and personnel matters and are held to a higher level of accountability and responsibility for overall department operations and efficiency.

- **Daily operations-** Coordinate and schedule work and facilitate the training needs for the companies.
- **Training-** Oversight of the training program for the department to include budget development and management, coordination of the Training Management Group to schedule, prioritize, and develop training programs.
- **Public Information-** Assist with the maintenance and development of departmental relationships with the news media. Facilitate public information education.
- **Special Operations-** Determine level of involvement and needs assessment for Special Operations. Develop programs and relationships with outside agencies needed to facilitate response. Coordinate training with assisting agencies. Develop budget and make equipment requests for Special Operations Program.
- **Industry Activities-** Maintain relationships with industrial contract representatives. Determine training needs and develop training plan with individual industries in accordance with applicable service contracts. Coordinate scheduling of facility training and tours. Monitor time spent on facility tours and track reimbursement billing.
- **Emergency Medical Program** – Develop OTEP schedules, and monitor OTEP training, and re-certification of line personnel. Administer Protocol testing of new employees. Monitor compliance of medical transport agencies with the City of Longview Medical Transport contracts and report billing numbers to finance.
- **Equipment Purchasing** – Coordinate and plan for purchasing of uniforms, fire fighting equipment, personnel protective equipment, and emergency medical supplies. Develop and monitor budget line items for equipment purchasing.
- **Fleet Replacement and Maintenance** – Coordinate and plan for equipment repairs and preventative maintenance. Develop and monitor budget line-items for apparatus maintenance and replacement.
- **Facility Maintenance and Replacement** – Coordinate and plan for facility repairs and preventative maintenance. Develop and monitor budget line-items for facility maintenance and replacement.

Acting Battalion Chief Duties:

All open and unfilled shifts for the position of Battalion Chief shall be filled by qualified department personnel as indicated herein:

1. The Fire Chief or designee will determine when a temporary vacancy occurs at the rank of Battalion Chief. At a maximum of fourteen (14) calendar days prior to the

- start of a temporary vacancy, the Fire Chief or designee will solicit qualified Local 828 employees to fill the known vacancy.
2. Once the vacancy is determined and a qualified employee from Local 828 is available (on the shift with the vacancy) to work the assignment without resulting in overtime to be worked, they will be offered the role of Acting Battalion Chief. If more than one qualified employee is available, the vacancy will be offered in seniority order.
 3. If the vacancy still remains, the overtime shift will be offered to qualified employees from Local 828. An overtime shift to fill an Acting Battalion Chief vacancy will be offered in accordance with the Overtime Procedures, as listed in Article 9 of the CBA.
 4. If the vacancy still remains personnel from Local 3375 will be required to work the unfilled shift.
 5. Once a Local 828 employee accepts to fill a vacancy, as described above, they are ineligible to use Vacation or Vacation Bank leave for that shift, unless another Acting Battalion Chief is available on the date and able to fill the vacancy.
 6. The City and Union agree to work together to collaboratively maintain the Acting Battalion Chief Task Book.

ADDENDUM E

Drug and Alcohol Free Workplace Policy

PURPOSE

The Longview Fire Department is committed to providing its employees and the public with 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 Longview 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 0.02 or greater.

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 Longview, Washington.

"Controlled substances" include but are not limited to narcotics, depressants, stimulants, hallucinogens, and cannabis. 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.

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 Longview temporarily or otherwise, and who is not employed by an independent contractor to render those services pursuant to a contract.

EBT device (or Evidential Breath Testing device) means an EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices." (CPL)

Illegal Drug means drugs which are not legally obtainable or drugs which have not been obtained legally. It also means drugs which are legally obtained but are knowingly used in a purpose or manner other than prescribed or intended.

Medical Review Officer (MRO) means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test results together with their medical history and any other relevant biomedical information. MRO's must be certified by a substance abuse medical association such as AAMRO or MROCC.

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

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

Reasonable Suspicion means that a trained manager or supervisor observes behavior, appearance, speech or body odors that are characteristic of alcohol or drug misuse. These observations must be specific, articulable and contemporaneous.

Refuse to submit (to a drug/alcohol test) means that a covered employee fails to provide a urine sample or to submit to a breath alcohol test as required by this policy, without a valid medical explanation, after they have received notice of the requirement to be tested in accordance with the provisions of this policy, or engages in conduct that clearly obstructs the testing process.

Substance Abuse means addiction to or the dependency upon alcohol or a controlled substance, or the use of alcohol or a controlled substance in a manner that results in interference with an employee's performance of work-related tasks.

Substance Abuse Professional (SAP) means a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission), with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.

Work shift means any time during which an employee is engaged in work on behalf of the City, including but not limited to routine 8-hour or 24-hour shifts, rotating shifts, part-time shifts, breaks, and time spent traveling from one work site to another.

Verified negative (drug test result) means a drug test result reviewed by a medical review officer and determined to have no evidence of prohibited or authorized drug use.

Verified positive (drug test result) means a drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use at or above the following thresholds:

Substance Initial Test Threshold & Confirmation Test Threshold shall follow DOT Rule 49 CFR Part 40 Section 40.85 for urine drug testing and DOT Rule 49 CFR Part 40 Section 40.91 for oral fluid drug testing.

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. Drug test specimens will be collected to provide at least 45 ml of urine: 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. 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 non-negative, a second, confirmatory test will automatically be performed. Confirmed positive drug tests will be reported by the testing laboratory to the MRO for verification.
- g. If the primary specimen is positive, the MRO will make every reasonable effort to notify the employee of the result. If the MRO is unable to reach the employee, the

City will as soon as practicable request that the employee contact the MRO to discuss test results.

- h. When the MRO is able to contact the employee or applicant to discuss the results, the MRO will inform the candidate or employee that they have 72 hours from having been informed of a verified positive test to request that the MRO send the split specimen to a different SAMHSA-certified laboratory for analysis.
- i. Expenses for testing of the split sample will be paid for initially by the Employee. If the results of the split sample test are negative, the City will reimburse 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 non-negative, shall be confirmed by a saliva 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 non-negative level shall be 2 nano grams per milliliter of Delta-9-tetrahydrocannabinol. If initial testing results are negative, testing shall be discontinued. Only specimens identified as non-negative on the initial test shall be confirmed using a saliva test. If the initial test results are non-negative, the supervisor will arrange for transportation of the employee from the testing site and the employee will be relieved of duty from the remainder of the shift on un-paid status. The employee may use accrued leave to cover the remainder of the shift. The employee may not report to a following shift for at least 8 hours after testing.

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. If an employee has a positive confirmation test indicating a level of 5 nano grams per milliliter of Delta-9-tetrahydrocannabinol or greater, the employee cannot return to work until they have been evaluated by a substance abuse professional, complied with recommended rehabilitation, and has a negative result on a return to duty drug and/or alcohol test(s). In addition, the employee may also be required to undergo follow-up testing as outlined in this policy. If confirmatory testing results are negative, testing shall be discontinued.

If the employee tests positive for marijuana, the employee is considered to have a prohibited concentration of cannabis.

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.
- 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 at least 15 minutes after the initial 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 and will be relieved of duty from the remainder of the shift on un-paid status. The employee may use accrued leave to cover the remainder of the shift. The employee may not report to a following shift for at least 8 hours after testing.
- e. If the confirmation test indicates an alcohol concentration of 0.04 or above, the individual is considered to have a prohibited alcohol concentration.

Prohibited Forms of Drug/Alcohol Use

Employees are prohibited from the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance on City property, or anytime during an employee's work shift.

Employees are prohibited from reporting for work after using illegal drugs or controlled substances at a time, or in such a manner that may impair work performance. This prohibition includes a verified positive drug test result.

Employees are prohibited from reporting for work after consuming alcohol at a time, or in such a manner, that may impair work performance (prohibited alcohol conduct).

Refusal by an employee to submit a urine or breath specimen when requested to do so under the guidelines of this policy will have the same consequences as a positive test result, and will result in immediate removal from duty.

Violations of this policy and/or its prohibitions may lead to corrective action up to and including termination of employment, providing just cause for such action exists. Official discovery of prior voluntary treatment or professional assistance shall not, by itself, constitute just cause for corrective action.

Types of Drug/Alcohol Use Testing

Post-offer of employment: Alcohol testing is not conducted. Drug testing is conducted after offer to hire; hire is contingent on negative results.

Applicants for positions that are covered under this policy will be notified of the testing requirements during the application process.

If an outside applicant's drug test is verified as positive, they will be prohibited from hire.

Applicants may be considered again for employment with the City after six (6) months.

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

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

As soon as practicable following an accident, the supervisor or another appropriate City administrator will indicate whether the operator(s) of any vehicle involved in the accident must

report for specimen collection and/or an alcohol breath test. Such operators shall be ordered to submit to testing.

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

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

Any employee who is subject to post-accident testing must remain readily available for testing.

If the employee does not or is not able to remain at the accident scene, they are required under this policy to notify the City of his or her location until testing is completed. This notification requirement will be considered to be met if the employee is unable, because of the need for medical treatment for personal injury, to remain at the site. If the employee fails to do this, when ordered, the City will interpret this action as a refusal to undergo the required testing.

However, nothing in this section is designed to require the delay of any appropriate action that may need to be taken by the employee in an emergency situation such as obtaining emergency assistance, seeking emergency medical attention, etc.

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

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

In addition to post-accident tests conducted under the procedures of this policy, the results of a breath or blood test for alcohol or a urine test for the use of prohibited drugs, conducted by Federal, State, or local officials having independent authority for conducting such tests, are considered to meet this policy's post-accident testing. For the enforcement of this policy, the City may use the results of such tests when available.

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

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

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

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

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

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

If required specimens are not collected or if required tests are not administered within 8 hours (for alcohol) and within 32 hours (for drug), the manager or supervisor will document the reasons for not collecting the specimens or administering the tests and will discontinue the efforts to test the employee.

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

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

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

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. All return to duty and follow-up testing are observed tests.

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

If the alcohol or drug test is positive for an employee they will be referred to the substance abuse professional who is guiding rehabilitation. The City will follow the recommendations of the SAP, and consider the SAP's evaluation of the employee in determining any disciplinary 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.

Treatment – Employee Assistance Program

The City will support treatment efforts for regular/probationary employees with drug/alcohol problems who, prior to official discovery, voluntarily seek assistance. When an employee under this policy for the first time, voluntarily seeks assistance, they will immediately be granted a leave of absence in accordance with the applicable employment policies.

Discipline and Rehabilitation

An employee whose alcohol or drug test yields a verified positive result for any concentration of a controlled substance that is prohibited by law and/or under this policy will be required to submit to an evaluation for substance abuse at a facility designated by the City or the City's employee assistance program (EAP).

An employee who violates any element of this policy may be subject to discipline in accordance with applicable City policies, procedures, and collective bargaining agreements. An employee may be subject to discipline for adulterating or falsifying, or attempting to adulterate or falsify, a test sample, or for falsifying or attempting to falsify a test result; and/or for refusing to undergo treatment or rehabilitation as may be recommended by a professional in the field of substance abuse. All employees are required to comply with other City or departmental policies and may be subject to discipline for violation of such policies. No employee shall be disciplined under this policy except for just cause.

Any discipline imposed on an employee covered by a collective bargaining agreement may be subject to the collective bargaining agreement grievance procedure or Civil Service Appeal, if applicable.

The City offers an EAP through a private firm. An employee may seek help directly from the private firm for evaluation of abuse of, addiction to, or dependency upon alcohol or a controlled substance. The private firm may refer the employee to another firm for treatment or rehabilitation. An employee's use of the EAP and referral to another firm for treatment and rehabilitation shall be confidential and shall not be disclosed to the City, unless the SAP determines that the employee is unable to safely perform their employment duties or there is a need for a leave of absence.

An employee who undergoes treatment or rehabilitation under paragraph (d) of this section may use any appropriate leave benefits available to attend treatment or rehabilitation sessions. An employee who participates in a treatment or rehabilitation program will not be penalized for participation. However, participation in a program will not excuse the employee from compliance

with this policy in its entirety or, from fully and acceptably performing all of their employment duties.

Payment for outpatient, inpatient, or any other treatment programs will be covered subject to the terms of the employee's health insurance benefit and/or EAP in effect at the time.

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 subject to follow-up testing for alcohol and/or controlled substance abuse for a period of up to sixty (60) months upon the recommendation of the SAP, following completion of the program. Positive test results during this period may be grounds for discipline up to and including termination

An employee who successfully completes a treatment or rehabilitation program shall be returned to their regular duty assignment. Seventy-Two (72) months (in accordance with the Local Government Common Records Retention Schedule) following the completion of a treatment program, if the employee has had no further positive testing or other alcohol or substance abuse related incidents, the employee's personnel file shall be purged of any reference to their drug and/or alcohol problem.

Safe-Harbor Self- Referral

Employees are encouraged to voluntarily seek professional substance-use assistance before any substance use effects job performance.

Employees who voluntarily request assistance in dealing with a substance-use problem prior to a drug or alcohol test being initiated, shall not be disciplined for that act by the City. The employee may be relieved of duty from the remainder of the shift on un-paid status. The employee may use accrued leave to cover the remainder of the shift.

An employee may voluntarily refer oneself to the Fire Chief, HR Director, or designee, who will refer the employee to a SAP for evaluation and treatment. The SAP will evaluate the employee and make specific recommendations regarding the appropriate treatment.

Failure to comply with or successfully complete a rehabilitation plan may result in disciplinary action, consistent with City policy and the CBA.

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
- 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.
- 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 Longview 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 HR and Law Departments to understand the employee's rights and the assistance resources available if they are identified as being chemically dependent.
- Take every reasonable measure to safeguard the privacy of an employee in connection with this policy. Maintain the confidentiality of an employee who voluntarily requests assistance in dealing with chemical dependency.

Employees

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

ADDENDUM F

Residence Area Map

ArcGIS Map Link: <https://arcg.is/19LOzGO>





City of Longview

Agenda Summary

RESOLUTION NO. 2622 — A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH STRUCTURED COMMUNICATION SYSTEMS, INC. FOR MANAGED INFORMATION TECHNOLOGY SERVICES

RECOMMENDED ACTION:

MOVE TO ADOPT RESOLUTION NO. 2622 AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH STRUCTURED COMMUNICATION SYSTEMS, INC. FOR MANAGED INFORMATION TECHNOLOGY SERVICES IN AN AMOUNT NOT TO EXCEED \$445,419.00, PLUS APPLICABLE TAXES, FEES, AND AUTHORIZED EXPENSES, FOR AN INITIAL TERM OF THIRTY-SIX MONTHS.

Attachments:

1. Agenda_Summary_Resolution_2622_Structured_Managed_Services
2. Resolution 2622 - IT Department - Structured Managed Services Contract v2
3. MSP_Service_Quotation_Managed_Services_4.6.26[1]

Authorization to Execute Managed Services Agreement with Structured Communication Systems, Inc.

Meeting Date	May 14, 2026
Department	Information Technology
Submitted By	Mike Sullivan, IT Director
Resolution	Resolution No. 2622
Action Requested	Adopt Resolution No. 2622 authorizing the City Manager to execute an agreement with Structured Communication Systems, Inc. for managed information technology services.

Summary Statement

The Information Technology Department is requesting City Council approval of Resolution No. 2622 authorizing the City Manager to execute a thirty-six-month managed services agreement with Structured Communication Systems, Inc. The agreement will replace the City’s current managed services arrangement with CHR Creative.

Structured has proposed managed services pricing of \$12,372.75 per month, or \$148,473.00 annually, plus applicable tax. This is less than the City’s current managed services billing estimate with CHR Creative of approximately \$12,800 per month, or \$153,600 annually. The proposed agreement is expected to result in estimated savings of approximately \$5,127 annually, or \$15,381 over the initial thirty-six-month term, exclusive of applicable tax.

In addition to the cost savings, Structured provides a deeper bench of information technology engineers and broader technical expertise to support the City’s infrastructure, security, endpoint, network, server, and project-related needs. Structured is also the City’s preferred vendor for IT professional services and project work.

Background

The City currently uses CHR Creative as its managed services provider for certain information technology support functions. These services help supplement internal IT staff by providing support in areas such as server support, workstation support, remote monitoring and management, network/security services, system administration, ticketing coordination, alerting, and related technical support.

The Information Technology Department reviewed the current managed services arrangement and compared it against the proposed services from Structured Communication Systems, Inc. Based on that review, Structured provides more favorable pricing for the outlined managed services and offers stronger long-term operational support due to its larger team of engineers and broader professional services capabilities.

The transition to Structured is also strategically beneficial because Structured is already a preferred City vendor for IT professional services and project work. Consolidating managed services with a vendor already familiar with the City’s environment is expected to improve coordination, technical consistency, and support responsiveness.

The transition will be managed carefully to avoid service gaps in remote monitoring and management, alerting, escalation, backup monitoring, server support, workstation support, ticketing workflows, documentation, and after-hours support.

Procurement

Structured Communication Systems, Inc. is available through National Cooperative Purchasing Alliance Contract No. 01-169. The City intends to utilize this cooperative purchasing contract pursuant to Chapter 39.34 RCW and applicable City procurement requirements, subject to review and approval as to form by the City Attorney.

Fiscal Impact

The proposed agreement is for an initial term of thirty-six months at \$12,372.75 per month, plus applicable tax. Funding will come from the Office Equipment Reserve Fund (OER).

Item	Amount
Monthly cost	\$12,372.75 plus tax
Annual cost	\$148,473.00 plus tax
Thirty-six-month not-to-exceed amount	\$445,419.00 plus applicable tax
Current CHR Creative annual billing estimate	\$153,600.00
Estimated annual savings	\$5,127.00

Recommendation

Staff recommends that City Council adopt Resolution No. 2622 authorizing the City Manager to execute an agreement, statement of work, purchase order, and any related documents necessary to obtain managed information technology services from Structured Communication Systems, Inc. for an initial term of thirty-six months, in an amount not to exceed \$445,419.00, plus applicable taxes, fees, and authorized expenses.

Suggested Motion

Move to adopt Resolution No. 2622 authorizing the City Manager to execute an agreement with Structured Communication Systems, Inc. for managed information technology services in an amount not to exceed \$445,419.00, plus applicable taxes, fees, and authorized expenses, for an initial term of thirty-six months.

Attachments

Resolution No. 2622; Structured Communication Systems, Inc. managed services quote/agreement; Cost comparison summary.

Managed IT Services Quotation Addendum

CITY OF LONGVIEW, WASHINGTON

RESOLUTION NO. 2622

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH STRUCTURED COMMUNICATION SYSTEMS, INC. FOR MANAGED INFORMATION TECHNOLOGY SERVICES

WHEREAS, the City of Longview relies on secure, reliable, and well-supported information technology systems to provide essential municipal services to the public, support daily operations, protect City data, and maintain continuity of government services;

WHEREAS, the City currently receives managed information technology services from CHR Creative, the City's existing managed services provider;

WHEREAS, the City's Information Technology Department has reviewed the current managed services arrangement with CHR Creative and evaluated alternative service options to improve value, technical depth, responsiveness, and long-term operational support;

WHEREAS, CHR Creative's prior co-managed IT support agreement was originally structured around recurring managed services, including workstation support, server support, remote monitoring and management access, ticketing/administrative support, vCISO-related services, unified communications support, Keeper password manager licensing and support, consulting/project support, system administration, and network/security services;

WHEREAS, subsequent managed services billing reviewed by the Information Technology Department reflected recurring CHR Creative costs of approximately \$12,800.00 per month, or \$153,600.00 annually, for the applicable managed services categories;

WHEREAS, Structured Communication Systems, Inc. has proposed managed services pricing of \$12,372.75 per month, or \$148,473.00 annually, plus applicable tax;

WHEREAS, the proposed pricing from Structured Communication Systems, Inc. is estimated to result in annual savings of approximately \$5,127.00 when compared to the current CHR Creative managed services billing estimate of \$153,600.00 annually, and estimated savings of approximately \$15,381.00 over the initial thirty-six-month term, exclusive of applicable tax;

WHEREAS, in addition to the anticipated cost savings, Structured Communication Systems, Inc. provides a deeper bench of information technology engineers, broader technical expertise, and greater capacity to assist the City with infrastructure, security, network, server, endpoint, and project-related needs;

WHEREAS, Structured Communication Systems, Inc. is already a preferred City vendor for information technology professional services and project work, and the City has an established working relationship with Structured Communication Systems, Inc. on technology planning and implementation efforts;

WHEREAS, the City desires to transition managed services from CHR Creative to Structured Communication Systems, Inc. in a controlled manner that preserves operational continuity, including remote monitoring and management, alerting, escalation, backup monitoring, server support, workstation support, network/security services, ticketing workflows, documentation, and after-hours support;

WHEREAS, Structured Communication Systems, Inc. is available through National Cooperative Purchasing Alliance Contract No. 01-169, and the City desires to utilize said cooperative purchasing contract pursuant

to Chapter 39.34 RCW and other applicable procurement authority, subject to applicable City procurement requirements and legal review;

WHEREAS, the City Council finds that authorizing the City Manager to execute an agreement with Structured Communication Systems, Inc. is in the best interest of the City because it is expected to reduce recurring managed services costs when compared to the City's current managed services billing, improve access to qualified technical resources, strengthen operational support, and better align managed services with the City's technology needs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON, AS FOLLOWS:

Section 1. Authorization.

The City Manager is hereby authorized to execute an agreement, statement of work, purchase order, and any related documents necessary to obtain managed information technology services from Structured Communication Systems, Inc., in an amount not to exceed \$445,419.00, plus applicable taxes, fees, and authorized expenses, for an initial term of thirty-six months, subject to approval as to form by the City Attorney.

Section 2. Scope of Services.

The authorized agreement may include managed information technology services necessary to support the City's operational technology environment, including but not limited to server support, workstation support, remote monitoring and management, ticketing and service desk coordination, alerting and escalation, backup and infrastructure monitoring, network and security support, unified communications support, Microsoft 365 and related cloud administration support, professional services coordination, documentation, and related transition services.

Section 3. Cooperative Purchasing Authority.

The City Manager or designee is authorized to utilize the applicable cooperative purchasing contract, including National Cooperative Purchasing Alliance Contract No. 01-169, pursuant to Chapter 39.34 RCW and any other applicable procurement authority, to the extent permitted by law, City purchasing policies, and review by the City Attorney.

Section 4. Transition from Current Provider.

The City Manager or designee is authorized to take all reasonable and necessary administrative steps to transition managed services from CHR Creative to Structured Communication Systems, Inc., including but not limited to service coordination, transition planning, documentation transfer, access management, remote monitoring and management deployment, ticketing transition, cancellation or nonrenewal of existing services, and vendor offboarding.

Section 5. Funding.

The agreement shall be funded from the Office Equipment Reserve Fund, or such other fund or account as determined appropriate by the City Manager or Finance Director.

Section 6. Effective Date.

This Resolution shall take effect immediately upon passage by the City Council.

PASSED by the City Council of the City of Longview, Washington, at a regular meeting thereof this ____ day of _____, 2026.

CITY OF LONGVIEW, WASHINGTON

ATTEST:

By: _____
Mayor

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Managed Services Cost Comparison

Costs shown below are exclusive of applicable tax unless otherwise noted.

Provider / Item	Monthly Cost	Annual Cost	36-Month Cost	Notes
CHR Creative - current managed services billing estimate	\$12,800.00	\$153,600.00	\$460,800.00	Current recurring managed services estimate
Structured Communication Systems, Inc.	\$12,372.75	\$148,473.00	\$445,419.00	Proposed managed services agreement; tax excluded
Estimated savings	\$427.25	\$5,127.00	\$15,381.00	Savings before applicable tax

Notes:

- Structured monthly pricing is \$12,372.75 plus applicable tax.
- The calculated annual cost is \$148,473.00 plus applicable tax.
- The calculated thirty-six-month not-to-exceed amount is \$445,419.00 plus applicable taxes, fees, and authorized expenses.
- Savings are calculated against the current CHR Creative managed services billing estimate of \$12,800.00 per month / \$153,600.00 annually.



Managed IT Services Quotation Addendum

Quote Summary:

4/6/2026

Quote Expires 30 Days From 4/6/2026

Structured Managed Services Monthly Recurring Costs (MRC)				
Service SKU	Included Managed Services	QTY	Cost Per Unit	Extended Cost
SMS-MSR-HYP-CORE	Managed Hypervisor (Core)	7	\$57.75	\$404.25
SMS-MST-SME-CORE	Managed Storage (Core)	1	\$57.75	\$57.75
SMS-MSR-SME-CORE	Managed Server (Core)	70	\$57.75	\$4,042.50
SMS-MNW-SME-CORE	Managed Network Switch (Core)	70	\$47.25	\$3,307.50
SMS-MFW-CORE	Managed Firewall (Core)	3	\$105.00	\$315.00
SMS-MEP-SME-CORE	Managed Endpoint Security — SentinelOne (Core)	420	\$4.20	\$1,764.00
SMS-VULN-MGT	Managed Risk (65+ Devices)	500	\$4.68	\$2,340.00
SMS-MA-NET-CORE	Managed Appliance — Network (Core)	3	\$47.25	\$141.75
Total Monthly Recurring Costs:				\$12,372.75

Structured Managed Services Non-Recurring Charges (NRC)	
Onboarding: <ul style="list-style-type: none"> Kick-off call Installation of Structured Managed Services Agent to relevant devices. Configuration of access, monitors, and alerts for relevant devices. Collection of existing documentation, hardware information, software, policies, and procedures. 	Included with 36 month agreement

*Onboarding typically takes approximately 30 days after initial Managed Services kickoff.

Service Term:	36 Months
Service Term Commencement Date:	07/01/2026 (Estimated)
Minimum Contract Commitment:	85% of Total Monthly Recurring Costs

Service Level Agreement:

The following table shows our Service Level Agreement (“SLA”) for response times for the Service Provider to provide remote support services relating to the items and associated levels listed in this quotation. For Critical and High-level issues, the customer must use Phone or Chat to initiate support. These lines will be manned 24 x 7. Voicemail messages will automatically create a ticket and begin the appropriate SLA timeline. Tickets created via email receive the lowest level of response.

Severity	Definitions	Response Time (in hours)
1	Critical: Service is down and critically affects customer production environment. No workaround yet available.	Within 2 hours
2	High: Service is impaired and customer production is up but affected. No workaround yet available.	Within 4 hours
3	Medium: A service function has failed, and customer production is not affected. Support is aware of the issue and there is a workaround available.	Within 1 business day
4	Low: A services function is not impaired and no impact to customer business. Includes feature, information, documentation, how-to and Enhancement requests from the customer.	Within 2 business days
Projects	Out of Scope or Scheduled Projects	Timeframe to be specified in Statement of Work



Managed IT Services Quotation Addendum

Patching Process:

The default patching process identified in the attached Scope of Services will be followed for the devices in the Quote Summary above. Mutually agreed upon changes to this patching process will be specified in writing during the onboarding process.

Labor Rates:

Work performed outside of the scope of the Agreement will be billed on a Time and Materials basis at 15% off prevailing rates.

Structured Communication Systems, Inc. City of Longview

Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Quote created: 4/6/2026
Created by: Esther Hamilton



City of Longview

Agenda Summary

RESOLUTION NO. 2623 — A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON, AUTHORIZING THE PURCHASE OF THREE SERVER HOSTS TO REPLACE EXISTING VIRTUAL MACHINE HOST SERVERS IN THE CITY'S MAIN DATACENTER

RECOMMENDED ACTION:

MOVE TO APPROVE RESOLUTION NO. 2623 AUTHORIZING THE CITY MANAGER, OR THE CITY MANAGER'S DESIGNEE, TO SIGN THE PURCHASE ORDER FOR THREE NEW SERVERS TO REPLACE THE CITY'S EXISTING VIRTUAL MACHINE HOST SERVERS IN THE MAIN DATACENTER WITH FUNDING FROM THE OFFICE EQUIPMENT RESERVE (OER) BUDGET.

Attachments:

1. Resolution_2623_Agenda_Summary_Server_Replacement_v2
2. Resolution 2623 - IT Department - Datacenter Server Replacement
3. Longview-Dell Server x3-QT-5.7.26

Authorization to Sign Purchase Order for Three Datacenter Server Hosts

Meeting Date	May 14, 2026
Department	Information Technology
Submitted By	Mike Sullivan, IT Director
Resolution	Resolution No. 2623
Action Requested	Approve Resolution No. 2623 authorizing the City Manager, or the City Manager’s designee, to sign the purchase order for three new servers to replace the City’s existing virtual machine host servers in the main datacenter.

Summary Statement

The Information Technology Department is requesting City Council approval of Resolution No. 2623, authorizing the City Manager, or the City Manager’s designee, to sign the purchase order for three new servers to replace the existing virtual machine host servers in the City’s main datacenter.

These servers provide the core computing platform for the City’s virtual server environment and support numerous critical applications, systems, and services used by City departments. The replacement is part of the City’s planned technology lifecycle management and is necessary to maintain reliable, secure, and supportable datacenter operations.

The total cost is \$165,587.23. The purchase is within the approved Office Equipment Reserve (OER) budget and will be depreciated over five years.

The transition will be managed carefully to avoid service gaps in remote monitoring and management, alerting, escalation, backup monitoring, server support, workstation support, ticketing workflows, documentation, and after-hours support.

Background

The City operates a virtualized server environment in its main datacenter. This environment allows multiple City systems and applications to run on shared physical server hosts, improving efficiency, resiliency, and manageability.

The existing VM host servers are aging and due for replacement. Continuing to operate aging host hardware increases the risk of performance issues, hardware failure, support limitations, and potential service disruptions. Replacing the hosts will help ensure the City’s core server infrastructure remains stable, secure, and capable of supporting current and future operational needs.

The proposed purchase includes three new servers that will replace the existing VM host servers in the main datacenter.

Procurement

These servers are available through CDW-G on the Sourcewell 121923-CDWG Tech Catalog GOV ONLY contract. The City intends to utilize this cooperative purchasing contract pursuant to Chapter 39.34 RCW and applicable City procurement requirements, subject to review and approval as to form by the City Attorney.

Fiscal Impact

Item	Amount
Three replacement VM host servers	\$165,857.23
Funding source	Office Equipment Reserve (OER)
Budget status	Within approved OER budget
Depreciation	5-year depreciation; approximately \$34,000/year
Additional budget appropriation required	No

Recommendation

Staff recommends that City Council approve Resolution No. 2623 authorizing the City Manager, or the City Manager’s designee, to sign the purchase order for three new servers to replace the City’s existing virtual machine host servers in the main datacenter.

Suggested Motion

Move to approve Resolution No. 2623 authorizing the City Manager, or the City Manager’s designee, to sign the purchase order for three new servers to replace the City’s existing virtual machine host servers in the main datacenter with funding from the Office Equipment Reserve (OER) budget.

Attachments

Resolution No. 2623; CDW-G Server Quote

RESOLUTION NO. 2623

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON, AUTHORIZING THE CITY MANAGER, OR THE CITY MANAGER'S DESIGNEE, TO SIGN THE PURCHASE ORDER FOR THREE NEW SERVERS TO REPLACE EXISTING VIRTUAL MACHINE HOST SERVERS IN THE CITY'S MAIN DATACENTER.

WHEREAS, the City of Longview operates a main datacenter that supports critical City technology systems, applications, data, and services used by City departments and employees; and

WHEREAS, the City's existing virtual machine host servers provide the core computing platform for the City's virtual server environment and support numerous critical applications, systems, and services; and

WHEREAS, the existing virtual machine host servers are aging and are due for replacement as part of the City's ongoing technology lifecycle management program; and

WHEREAS, replacing the existing virtual machine host servers will improve system reliability, performance, resiliency, security, and long-term supportability of the City's datacenter infrastructure; and

WHEREAS, the Information Technology Department has identified the need to purchase three new servers to replace the existing virtual machine host servers in the City's main datacenter; and

WHEREAS, the total cost of the purchase is estimated not to exceed One Hundred Seventy-Five Thousand Dollars (\$175,000), including applicable taxes, shipping, warranty/support, and related costs; and

WHEREAS, funding for this purchase is included in the approved Office Equipment Reserve (OER) budget; and

WHEREAS, the servers will be treated as capital assets and depreciated over five years in accordance with the City's accounting and asset management procedures; and

WHEREAS, the City Council finds that replacement of the existing virtual machine host servers is necessary and in the best interest of the City to maintain reliable, secure, and efficient technology services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONGVIEW, WASHINGTON, AS FOLLOWS:

Section 1. Purchase Authorized.

The City Council authorizes the purchase of three new servers to replace the City's existing virtual machine host servers in the main datacenter.

Section 2. City Manager Authority.

The City Manager, or the City Manager's designee, is authorized to sign the purchase order and execute any other documents necessary to complete the purchase of three new servers to replace the City's existing virtual machine host servers in the main datacenter, provided that the total purchase amount does not exceed One Hundred Seventy-Five Thousand Dollars (\$175,000).

Section 3. Not-to-Exceed Amount.

The total authorized purchase amount shall not exceed One Hundred Seventy-Five Thousand Dollars (\$175,000), including applicable taxes, shipping, warranty/support, and related costs.

Section 4. Funding and Depreciation.

The purchase shall be paid from the approved Office Equipment Reserve (OER) budget. For accounting purposes, the servers shall be treated as capital assets and depreciated over five years in accordance with the City's accounting and asset management procedures.

Section 5. Effective Date.

This Resolution shall take effect and be in force immediately upon passage.

PASSED by the City Council of the City of Longview, Washington, at a regular meeting thereof held on the 14th day of May, 2026.

CITY OF LONGVIEW, WASHINGTON

Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney



Thank you for choosing CDW. We have received your quote.

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

JENNIFER CHAMBLEE,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PWMD640	5/7/2026	SERVER X 3	4339543	\$165,857.23

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
DELL CTO PE R770 2X6527P 512 PS Mfg. Part#: 3000202263924 Contract: Sourcwell 121923-CDWG Tech Catalog GOV ONLY (121923)	1	9154158	\$48,440.02	\$48,440.02
DELL CTO PE R770 2X6527P 512 PS Mfg. Part#: 3000202263925 Contract: Sourcwell 121923-CDWG Tech Catalog GOV ONLY (121923)	2	9154162	\$52,423.81	\$104,847.62

SUBTOTAL	\$153,287.64
SHIPPING	\$0.00
SALES TAX	\$12,569.59
GRAND TOTAL	\$165,857.23

PURCHASER BILLING INFO	DELIVER TO
------------------------	------------

Billing Address:
CITY OF LONGVIEW
1525 BROADWAY ST
PO BOX 128
LONGVIEW, WA 98632-3715
Phone: (360) 577-3300
Payment Terms: NET 30-VERBAL

Shipping Address:
CITY OF LONGVIEW
1525 BROADWAY ST
LONGVIEW, WA 98632-3715
Shipping Method: DROP SHIP-GROUND

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Dan Krimer | (877) 533-0471 | dan.krimer@cdwg.com

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<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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City of Longview

Agenda Summary

RENEWAL OF THERAPEUTIC COURT GRANT

RECOMMENDED ACTION:

MOTION TO AUTHORIZE STAFF TO COLLABORATE WITH COWLITZ COUNTY DISTRICT COURT TO SUBMIT GRANT APPLICATION TO THE ADMINISTRATIVE OFFICE OF THE COURTS.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Community Safety
Vibrant Neighborhoods & Public Spaces
Community First Service
Responsible & Honest Governance

CITY ATTORNEY REVIEW: REQUIRED or N/A

SUMMARY STATEMENT:

Cowlitz County District Court was awarded a grant from the Washington State Administrative Office of the Courts for a municipal Therapeutic Court in Longview which includes a case manager, training, recovery and treatment support. The length of the grant was from July 1, 2025, through June 30, 2026. The Longview Police Department is the subrecipient of the grant and employs the case manager. The Longview Police Department in partnership with Cowlitz County District Court is seeking to renew the grant for July 1, 2026 – June 30, 2027.

STAFF CONTACT:

Police Chief Robert Huhta

Attachments: None



City of Longview

Agenda Summary

FUTURE SOLID WASTE CONTRACT PRIORITY ALIGNMENT

RECOMMENDED ACTION:

PROVIDE PRIORITY ALIGNMENT FOR FUTURE SOLID WASTE CONTRACT DISCUSSIONS

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Strengthening Governance, Communication, and Engagement

SUMMARY STATEMENT:

The city's current solid waste and recycling contract ends in April 2027, and staff will be beginning discussions with the solid waste contractor (Waste Control) this month regarding provisions of the next contract. It is expected that this contract will be a significant departure from the current contract and will be more closely aligned with the provisions of the tariff issued by the Utilities and Transportation Commission (UTC) than the city's previous contract.

Staff is seeking council guidance on the alignment of city priorities on certain provisions contained in the current contract prior to beginning these discussions. Attached is a list of topics and current contract considerations that would likely be subjects of contract discussions, arranged generally into a three-tier priority list.

FINANCIAL SUMMARY:

None

STAFF CONTACT:

Nick Little, Community Development Director

Attachments:

1. 1_Solid Waste Priority Alignment



To: Longview City Council

From: Nick Little, Community Development Director

Meeting: May 14th, 2026

Subject: Solid Waste Contract Priority Alignment

The city's current solid waste and recycling contract ends in April 2027, and staff will be beginning discussions with the solid waste contractor (Waste Control) this month regarding provisions of the next contract. It is expected that this contract will be a significant departure from the current contract and will be more closely aligned with the provisions of the tariff issued by the Utilities and Transportation Commission (UTC) than the city's previous contract.

The specific provisions identified include both key topics of contract discussions and considerations benefiting the City of Longview. Staff's intent is to use this priority list as guidance when developing the new contract with Waste Control. Prior to beginning these discussions, staff would like to ensure that these priorities align with the desires of council.

Priority alignment will be important, as it may ultimately affect adjustments to the base UTC rate, which is expected to be the metric for establishing future solid waste rates.

Priority 1: City Needs: These are topics that are considered top priority and should be treated as mandatory future contract considerations.

- a. Franchise fee to support 4.5 FTE currently funded by solid waste fund
- b. Billing and customer services transfer to Waste Control
- c. Maintain curbside recycling program
- d. Prepare and implementation of curbside composting program by 2030
- e. Eliminate fuel-surcharge payments

Priority 2: City Wants: These topics generally include considerations from the current contract that city would desire to remain in the future contract. They are regularly utilized across city functions.

- a. Cost free garbage pickup for city-owned facilities (*city paid tipping fee*)
- b. Adjusted recycling pickup costs from all designated city-owned facilities
- c. Continue free Christmas tree collection event (*city paid tipping fee*)
- d. Restructure program for limited number of free dump vouchers per year
- e. Continue to complete cost free quarterly alley cleanups (*city paid tipping fee*)
- f. Maintain provisions for truck maintenance and other collection vehicle

Priority 3: “City Nice-to-Haves”: These are considerations from the current contract that are a benefit to the city but are infrequently utilized.

- a. Drop-box program for city, community, or neighborhood events
- b. Shopping cart retrieval program

Other contract provisions to be addressed, modified, or maintained

- a. Repair and replacement of missing/unusable containers
- b. Deluxe collection service as an option
- c. Special collection services for bulky waste, construction debris, and disposal of bio-medical waste
- d. Mandatory garbage service and delinquent accounts