

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 452,

Complainant,

vs.

CITY OF VANCOUVER,

Respondent.

CASE 141385-U-24

DECISION 14220 - PECB

FINDINGS OF FACT,
CONCLUSIONS OF LAW,
AND ORDER

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International Association of Fire Fighters, Local 452.

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Vancouver.

The complainant, International Association of Fire Fighters, Local 452 (union or Local 452), filed an unfair labor practice (ULP) complaint against the City of Vancouver (employer or city) on October 15, 2024. A cause of action statement was issued on October 24, 2024, and the employer's answer was filed on November 14, 2024. A three-day virtual hearing was held in front of the undersigned examiner from May 20, 2025, through May 22, 2025. The parties filed post-hearing briefs on August 8, 2025, to complete the record.

ISSUES

The issue, as framed by the cause of action statement, is described as the following:

Employer refusal to bargain in violation of RCW 41.56.[045](4)¹ [and if so, derivative interference in violation of RCW 41.56.[045](1)] within six months of the date the complaint was filed, by unilaterally implementing pick-up truck style rescue units called “squads” without providing the union an opportunity for bargaining.

As a threshold matter, during the hearing, the city objected to any argument or evidence in this case outside the four corners of the cause of action statement. A standing objection to all such evidence was granted during the hearing. However, final rulings on both the scope of the case and the related argument concerning the six-month statute of limitations were deferred to this decision and order. While the city is correct that the cause of action statement frames the issue in this case, I find that the issue must be understood in the context of the entirety of pleadings filed in this matter. When reviewing all pleadings, including the complaint, it is clear the alleged violation of refusal to bargain encompasses a claim of unilaterally changing how squad trucks were deployed by the city as part of the overall implementation of the squad truck vehicles. As such, the city’s objection to the framing of the case and the argument that the union’s complaint is untimely are rejected.

Notwithstanding this ruling, the overall case is dismissed because the union cannot meet its burden to show that the change in the deployment and response plan for squad trucks to be dispatched as single-unit response vehicles constitutes a mandatory subject of bargaining. The city did unilaterally implement a change in the response plan for the squad trucks without providing notice and a meaningful opportunity to bargain, and there was no provision in the labor agreement waiving the union’s rights to bargain this topic. However, in applying the balancing analysis to the facts of this case, the scales tip in favor of determining that deciding how to deploy squad trucks and utilize them in response to emergency calls is a management prerogative, not a mandatory subject of bargaining. By definition, the city was not obligated to bargain its decision to change

¹ In 2025, the Washington State Legislature enacted Senate Bill 5435 which reorganized and added subchapter headings to chapter 41.56 RCW. The Washington State Office of the Code Reviser maintains a rule prohibiting the reuse of section numbers when a chapter reorganization occurs, which has resulted in many new section numbers. All references to this chapter in the decision are to the reordered sections as codified at the time of this decision.

the response plan for squad trucks prior to the new plan taking effect on June 25, 2024. While a duty to bargain the impacts or effects of the decision remained, the record contains no evidence that the city refused to bargain those effects. As such, the union's refusal to bargain allegation against the employer is dismissed.

BACKGROUND

Vancouver Fire Department and Local 452

The city operates its fire and emergency services through the Vancouver Fire Department (VFD). The VFD services an area of nearly 90 square miles and a population of just under 300,000 people, providing fire response, emergency medical response, hazardous materials response, and maritime response, among other services. Currently, there are 11 separate stations operated by the VFD and over 200 personnel within the VFD. The VFD is headed by the fire chief, Brennan Blue, who has served in the role since September 2020. The remaining command structure of the VFD includes three deputy chiefs, four division chiefs, and six to eight battalion chiefs. At each of the 11 stations, there is a fire captain assigned to each shift, who serves as a company officer on calls, and a station captain responsible for the firehouse. Each station at the VFD is assigned engine trucks, ladder trucks, and squad trucks. These vehicles are staffed by firefighters and firefighter-paramedics; engine and ladder trucks, specifically, also include engineers.

Local 452 serves as the exclusive bargaining representative for two separate bargaining units at the VFD. One bargaining unit, referred to as the fire suppression personnel unit, includes the ranks of firefighter, firefighter-paramedic, engineer, and captain. The city and Local 452 have been parties to a series of collective bargaining agreements (CBAs) for the fire suppression personnel unit, including the most recent CBA for the period of January 1, 2023, through December 31, 2025. A separate bargaining unit represented by Local 452 includes the ranks of battalion chiefs and division chiefs. The deputy chief and fire chief classifications are not represented.

The VFD Service Challenges

Upon his hiring, Blue was tasked by the Vancouver City Council (council) to address the needs of the VFD and the community and to develop a plan to address service concerns. This task came

after years of complaints and concerns raised about the level of service provided by the VFD. In an October 2021 presentation to the council, Blue identified that the VFD was routinely not meeting service level standards in two particular areas: (1) response times to Priority 1 and 2 emergency medical service (EMS) calls, and (2) response times to full alarm structure fires. Blue attributed the deficiencies in response times to increasing call volume, call concurrency, and population growth across the service area. “Call concurrency” describes a situation in which multiple calls come in to a specific station area at the same time. When an emergency call is dispatched to a specific station, dispatchers must determine if the engine or ladder truck assigned to the station is already responding to a separate emergency. If so, the dispatchers are obligated to dispatch another truck from a separate station in the service area or wait until the originally assigned company can respond. The delays associated with this situation of call concurrency negatively impact response times.

In collaboration with the medical program director, the VFD has developed a “response plan” for EMS calls across its jurisdiction. EMS calls are categorized as high-priority calls or low-priority calls based on the Clawson protocols, as modified by the county’s medical program director. The response plan categorizes all EMS calls as either Priority 1 or 2, which are high-priority calls, or Priority 3, 4, or 5, which are low-priority calls. The primary distinction between Priority 1 and 2 calls and Priority 3, 4, or 5 calls is that the high-priority calls involve life-threatening emergencies, whereas the low-priority calls involve a medical situation that is non-life-threatening. Clark Regional Emergency Services Agency, the regional dispatch agency that works with the VFD, utilizes the response plan when receiving EMS calls in an effort to assign a priority level to each call when dispatching units to an emergency.

Proposition 2

To address the problem of call response times and call concurrency, Blue submitted four specific recommendations in the October 2021 presentation to the council. One of the recommendations was to purchase and deploy squad trucks at three stations across the VFD service area. The squad trucks are smaller than standard engine or ladder trucks, staffed by two firefighters, and best described as a more agile crew-cab platform with a box on back for equipment. According to Blue,

deploying squad trucks would allow the VFD to deploy larger apparatus, like engine trucks, to high-priority calls and dispatch squad trucks to low-priority calls. Blue believed that in conjunction with other recommended changes, the squad trucks would help reduce call concurrency and improve response times to required levels. Blue testified that to achieve this outcome, his intent was to utilize squad trucks for low-priority calls independent of the larger apparatus. This would allow the engine and ladder trucks to remain more available for high-priority EMS and fire calls.

In the October 2021 presentation to the council, Blue detailed several funding options to pay for the recommended service enhancements. On December 6, 2021, the council passed Resolution No. M-4155 that required the city to submit a levy lid lift proposition to the city's electorate. The levy lid lift was labeled as Proposition 2. Among other effects, this proposition was designed to fund a new squad and engine truck as well as additional vehicles to support emergency services across the city. The resolution expressing the council's support for Proposition 2, which would increase property taxes, specifically cited insufficient truck apparatus coverage as one of the reasons for declining response times. In a special election in February 2022, Proposition 2 was passed by voters.

Squad Truck Committee

Following the successful passage of Proposition 2, the VFD moved forward with ordering new equipment, including squad trucks. Additionally, Chief Blue organized a "squad committee," headed by the now-retired battalion chief, John Bulder. In October 2022, the committee's recommendations on the initial deployment of the squad trucks, which was previously made available to and discussed with Blue, were shared with the union. The committee recommended that squad trucks be deployed "to reduce response times for high acuity medical incidents and residential fire response." Initially, the committee's recommendation was to limit the deployment of the squad trucks in order to better evaluate the "impact on system response." The final set of recommendations at the conclusion of the report included assigning squad personnel to "always work under the direction of a Vancouver Fire Captain or Chief Officer," and not permitting the squads to "freelance or be assigned duties consistent with an independent company." However,

during a meeting with the union on October 12, 2022, Blue expressed his intent that squads would go to some low-priority medical calls alone to free up other apparatus.

Contract Negotiations and Labor Management Meetings on Squad Trucks

Contemporaneous to the VFD's efforts to develop a deployment model for the squad trucks, in the fall of 2022 the parties began negotiations for a successor CBA. In one of its initial proposals, the union raised the topic of staffing the new squad trucks by proposing that both a firefighter and a firefighter-paramedic would staff the truck. Additionally, at least one of those positions would hold a newly proposed rank of engineer, earning a higher designated premium pay. At a subsequent bargaining session on September 28, 2022, the city told the union it was not interested in creating a new engineer classification. In response, the union expressed a desire to discuss staffing of the squad trucks as part of the negotiations, such as including either a captain or lead person on each squad truck. In its proposal on October 27, 2022, the union modified its position to specifically state that the squads would be staffed with "either one captain or the equivalent thereto, receiving captain-level pay."

At a labor management meeting held on January 12, 2023, the parties met to discuss the VFD's plan to deploy the squad trucks. The VFD shared with the union a draft document titled "VFD Squad Response Framework."² In the document, the VFD identifies a framework for deploying squad trucks during what it called an "initial roll out," while also noting that the response plan "will be refined and changed over time." For Priority 1 and 2 calls, the response plan specified that an engine or ladder truck will be dispatched first if it's the closest unit or added as a second unit if the squad truck is closest. For low-priority calls, if the squad truck is closest, then it will be dispatched and an engine or ladder truck added; however, if the engine or ladder truck is closest,

² Different versions of the "VFD Squad Response Framework" were introduced into evidence during the hearing. In one version, at the end of the "Background" section of the document, the following sentence is included: "It is the intent on emergency scenes for the Squad to operate under the direction of a company officer." In a separate version of the document, this sentence is removed. The remainder of the document otherwise appears identical in the different versions.

then it will be the single response unit. Nowhere in the January 2023 response plan does it indicate that squad trucks will be dispatched as stand-alone units.

As negotiations continued between the parties, on January 19, 2023, the union offered a new proposal on squad trucks. This proposal returned to an earlier proposal to staff the squads with an engineer and firefighter but added a provision stating that staffing will otherwise be in accordance with “the staffing model shared with the Local on 1/12/23.” On January 25, 2023, the city proposed its first response on staffing the squads. This response rejected earlier union proposals to include an engineer or captain in the staffing model but otherwise followed the union’s last proposal to staff the squads with a firefighter and firefighters-paramedic “according to the staffing model shared with the Local on 1/12/23.” That same day, the union responded to the proposal by dropping any reference to engineers and captains and instead proposed that “[w]hen introduced, Squads will be staffed according to the staffing model shared with the Local on 1/12/23.” Eventually the parties executed a new labor agreement, which was finalized by June 21, 2023, to cover a period of January 1, 2023, through December 31, 2025. Article 26.3 of the new agreement is the only section referencing the squads. The final language states the following: “[w]hen introduced, Squads will be staffed with a non-probationary firefighter and a non-probationary firefighter paramedic.”

Squad Truck Deployment

On June 1, 2023, the initial squad truck was deployed by the VFD, with additional units deployed later in the year. A final version of the deployment plan for squads was sent to all staff by Deputy Chief Tige Harmon on May 1, 2023. Despite statements in the squad response plan that squads would be dispatched to EMS calls with an engine or truck, the VFD began to modify its practices early on in the initial deployment period. During an August 2023 meeting on the squad trucks, Harmon led a presentation and discussion directing the captains to clear calls at their discretion when a squad truck first arrives and does not require assistance. In some cases, this occurred without an engine or ladder truck ever arriving on scene. Consistent with this directive, an analysis of data on the deployment of the squad trucks between their initial deployment on June 1, 2023, through June 30, 2024, demonstrated that the VFD ended up deploying squad trucks alone in a significant percentage of cases. During this time frame, out of the 6,465 incidents that a squad

truck was dispatched, it arrived on the scene alone in 1,623 of those incidents—25.1 percent of the total dispatches.³

Union officials testified that during the first 13 months of the squad truck deployment it was their belief that the squad trucks were being deployed consistent with the initial deployment model presented to the union in January 2023. They also believed this model had been incorporated into the parties' final CBA. Local 452's vice president, Chris Wanous, explained in his testimony several reasons why the union believed deploying a squad truck with an engine or ladder truck at all times was critical to both the VFD's operations and the health and safety of employees. First, all of the engine and ladder trucks on each shift have an assigned fire captain (or acting captain); whereas squad trucks are deployed with only a non-probationary firefighter and firefighter-paramedic. Fire captains have significant experience and serve as on-scene incident commanders. This includes both ensuring appropriate response levels to emergency scenes and maintaining the overall health and safety of the responding crew and equipment. Many of the VFD policies memorialize the importance of having incident commanders on scene for emergency calls. Squad trucks are not staffed with a fire captain, so if they are dispatched alone, then they do not have the same on-scene incident commander that would accompany an engine or ladder truck being dispatched. Second, many emergency calls are dispatched as "unknown" priority or are assigned an incorrect priority call based on the nature of the scene. Without an on-scene incident commander, squad trucks could arrive at a scene under-resourced and without a scene commander to manage the situation. Third, dispatching an engine or ladder truck with a squad truck increases the amount of resources responding to an emergency scene to ensure the health and safety of everyone involved. A squad truck only has two firefighters; when dispatched alone, they are now doing the work that was previously done by five or more people when the squad trucks were deployed with an engine or ladder truck. This results in a higher workload for the two firefighters

³ The data does not support a finding that squad trucks were ever dispatched as a lone apparatus during this period of time. Rather, it tallies incidents where a squad truck and at least another engine truck were dispatched, but only the squad truck arrived on scene.

in the squad truck and more safety concerns with only two employees managing a potentially complex and dangerous scene.

Aside from the concerns raised by the union regarding the operation of the squad trucks, there is no evidence of any measurable impact on safety incidents following the deployment of the squads. The VFD maintains a safety committee, which includes Deputy Chief Tony Fletcher as a member. The safety committee meets on a quarterly basis to review accidents and injuries that occur across the department as well as any safety complaints filed by individual department employees. After reviewing these reports, the safety committee is empowered to make recommendations on changes to policies or procedures to address problems and improve the safety of the workplace. Since the initial deployment of a squad truck in June 2023, Fletcher testified that there were no specific accident reports or safety complaints reviewed by the safety committee regarding the squad trucks—with the exception of a single report raising a concern over how the oxygen tanks were stored on the trucks.

New Squad Truck Response Plan

About one year after the initial deployment of the first squad truck, Blue testified that he felt it was time to update the response plan as “initially promised voters and the public and articulated to council.” On June 13, 2024, the city and the union met to discuss changes to the response plan. In attendance for the union was President Ryan Reese, Vice Presidents Wanous and Abe Dahmus, and Secretary Kevin Lundy. Chiefs Harmon and Nathan Leek participated on behalf of the VFD. The city provided the union with a handout detailing thousands of different EMS calls over approximately the prior year and showing how some of the responses would change with the newly proposed response plan. Through the discussion, and in reviewing the handout provided by the city, the union learned of the VFD’s plan to begin dispatching squad trucks alone to certain types of EMS calls. The union expressed its opposition to the change and insisted that a company officer or equivalent would need to be dispatched with the squad trucks on all calls. The parties did not meet further on this topic or exchange additional information. On June 24, 2024, a directive from Harmon was emailed to all staff titled “Response Plan Changes.” The directive covered a number of different topics but included a section on the squad trucks. In that section, Harmon stated that

squad trucks had been operating over the last year “under a trial period” that was coming to an end, “and it is now time to utilize the squads as originally promised.” The new response plan specified, among other things, that EMS Priority 3 and 4 calls would now be “primarily a single unit response with Squad first out, then Engine, and then Truck.”

Union Demand to Bargain

On July 8, 2024, Reese emailed a demand to bargain letter to Blue. In the demand letter, Reese stated the VFD issued a directive on June 24, 2024, that included “significant changes” to the VFD response plan, such as changes to squad units. Reese went on to state the changes were “implemented unilaterally” by the VFD and “without the agreement or consent of IAFF, Local 452, and without any bargaining between the parties.” The union demanded the city rescind any of the changes and bargain with the union over “all mandatory subjects of bargaining . . . referenced in the June 24, 2024 Directive.” Wanous, who was also on the union’s negotiation team, believed there was an agreement that squad trucks would always be attached to another company and under a company officer. His understanding was based on both the October 2022 bargaining session with Blue and the response plan shared with the union in January 2023.⁴

On July 15, 2024, Fletcher sent an email response to Reese asserting the “operational deployment of apparatus is a management right per Article 2 of the CBA and not a mandatory subject of bargaining.” Fletcher stated the VFD understood that “there may be impacts resultant to operational adjustments” and they “look forward to having a conversation” with the union. Fletcher closed the email by stating he would be “happy to schedule a time” to discuss the matter with the union, but no further communication between the parties occurred on this matter. The

⁴ The city denies there was ever any agreement between the parties on a deployment model or response plan for the squad trucks. I find credible testimony from Wanous that he believed there was some type of understanding between the union and the city that the squad trucks would be deployed consistent with the initial response plan discussed at both the October 2022 bargaining session and the January 12, 2023, labor management meeting. However, there is no evidence of a legal agreement between the parties regarding a specific response plan. During bargaining between the parties, several proposals were exchanged that referenced the January 12, 2023, response plan. Yet, the final language in the CBA does not include any language about a response plan. There is no evidence of any separate side agreements between the parties on this topic.

union's next action was to file a ULP complaint with the Public Employment Relation Commission (PERC) on October 15, 2024.

ANALYSIS

Applicable Legal Standards

The Cause of Action Statement

Once a properly filed complaint charging ULPs is received by the agency, it goes through the cause of action statement process. RCW 34.05.419 governs agency action following receipt of a complaint, and chapter 391-45 WAC further clarifies agency procedure. As part of the cause of action statement process, this agency adopted rules consistent with RCW 34.05.419(2) to screen complaints for any obvious errors or admissions. *King County*, Decision 9075-A (PECB, 2007).

As codified at WAC 391-45-110, the Unfair Labor Practice Administrator⁵ determines whether the facts of a particular complaint state a cause of action that can be redressed by the statutes that this Commission administers. When reviewing a complaint under WAC 391-45-110, the ULP Administrator assumes that the alleged facts in the complaint are true and provable. If one or more allegations in the complaint state a cause of action, a cause of action statement is issued summarizing the issue or issues that will go forward to hearing. WAC 391-45-110(2). If all or part of the alleged facts do not state a cause of action that constitutes a violation of the law, a deficiency notice is issued identifying the defects in the complaint. WAC 391-45-110(1).

When the ULP Administrator issues a deficiency notice, the complainant has an opportunity to cure the deficiencies by providing additional information as outlined in the deficiency notice. WAC 391-45-110(1). If the complaining party fails to cure the noted defects within 21 days, WAC 391-45-110(1) provides that the ULP Administrator shall dismiss the complaint or any defective

⁵ Under WAC 391-45-110 the Executive Director, a designee, or a hearing examiner are responsible for reviewing complaints filed with the agency. The Executive Director has generally delegated this responsibility to the Unfair Labor Practice Administrators.

allegations for failing to state a cause of action. If the charging party cures the deficiencies, then a cause of action statement is issued, and the case is assigned to an examiner for a hearing.

Unlike the National Labor Relations Board (NLRB), this Commission does not prosecute ULP complaints on behalf of a complainant. Additionally, agency practices do not permit formal discovery of evidence like the superior courts. Rather, the cause of action statement issued by the ULP Administrator frames the issues that are to be heard at a hearing. Thus, the cause of action statement under WAC 391-45-110 and the sufficiently detailed complaint that conforms with WAC 391-45-050 serve to provide sufficient notice to the responding party regarding complained-of facts and issues to be heard before an examiner. *King County*, Decision 9075-A.

As part of the cause of action statement process, the ULP Administrator specifies the type of statutory violation that the complaining party asserts in its complaint. For example, if the facts of the complaint state a cause of action for a discrimination violation, then the cause of action statement reads:

Employer discrimination in violation of RCW 41.56.[045](3) [and if so, derivative "interference" in violation of RCW 41.56.[045](1)], by retaliatory actions against Jane Doe for filing an unfair labor practice charge.

Once an examiner is assigned to hold an evidentiary hearing, the examiner can rule only upon the issues framed by the cause of action statement. *King County*, Decision 9075-A; *See King County*, Decision 6994-B (PECB, 2002).

Statute of Limitations

“[A] complaint shall not be processed for any unfair labor practice occurring more than six months before the filing of the complaint with the commission” RCW 41.56.051(1). The six-month statute of limitations begins to run when the complainant knows or should know of the violation. *City of Bellevue*, Decision 9343-A (PECB, 2007) (citing *City of Bremerton*, Decision 7739-A (PECB, 2003)). The start of the six-month period, also called the triggering event, occurs when a potential complainant has “actual or constructive notice of” the complained-of action. *Emergency Dispatch Center*, Decision 3255-B (PECB, 1990). An assertion that a complaint is untimely is an

affirmative defense. *City of Renton*, Decision 12563-A (PECB, 2016). The burden to prove an affirmative defense rests with the party pleading the affirmative defense. *City of Renton*, Decision 12563-A (citing *City of Walla Walla*, Decision 12348-A (PECB, 2015)).

In *City of Selah (City of Selah Employees Association)*, Decision 5382 (PECB, 1995), the Commission addressed the six-month limitation period and noted that its “precedents in this area are consistent with the rulings of the National Labor Relations Board under the similar limitations in the federal law.” The Commission specifically cited *U.S. Postal Service*, 271 NLRB 397 (1984). In *Bryant & Stratton Business Institute*, 321 NLRB 1007 (1996), the NLRB explained its case law on the six-month statute of limitations, including its decision in *U.S. Postal Service*, as follows:

In *Postal Service Marina Center*, 271 N.L.R.B. 397 (1984), the Board held that henceforth it would focus on the date of unequivocal notice of an allegedly unlawful act, rather than on the date the act's consequences became effective, in deciding whether the period for filing a charge under Section 10(b) of the Act has expired. However, as the Board emphasized in a subsequent decision, “Postal Service Marina Center . . . was limited to unconditional and unequivocal decisions or actions.” *Stage Employees IATSE Local 659 (Paramount Pictures)*, 276 N.L.R.B. 881 (1985). Further, the burden of showing such clear and unequivocal notice is on the party raising the affirmative defense of Section 10(b), the Respondent. *Service Employees Local 3036 (Linden Maintenance)*, 280 N.L.R.B. 995 (1986).

Under the standard used by the NLRB and embraced by the Commission, the six-month statute of limitations period begins at the time the employer provides clear and unequivocal notice to the union. Unequivocal notice of a decision requires that a party communicate enough information about the decision or action to allow for a clear understanding. Statements that are vague or indecisive are not adequate to put a party on notice. *Community College District 17 (Spokane)*, Decision 9795-A (PSRA, 2008).

In order to be clear and unambiguous, the notice must contain specific and concrete information regarding the proposed change. The six-month clock begins to run when a party gives clear and unambiguous notice of its intent to implement the action in question. *Emergency Dispatch Center*, Decision 3255-B. The only exception to the strict enforcement of the six-month statute of limitations is when the complainant had no actual or constructive notice of the acts or events which are the basis of the charges. *City of Pasco*, Decision 4197-A (PECB, 1994).

Subjects of Bargaining and Unilateral Change

The Public Employees' Collective Bargaining Act, chapter 41.56 RCW, imposes a duty to bargain on mandatory subjects of bargaining. RCW 41.56.045(4)⁶. The law limits the scope of mandatory subjects to those matters of direct concern to employees. *International Association of Fire Fighters, Local Union 1052 v. Public Employment Relations Commission (City of Richland)*, 113 Wn.2d 197, 200 (1989). The duty to bargain is enforced through RCW 41.56.045(4), and ULPs are processed under RCW 41.56.051 and chapter 391-45 WAC. Where a ULP is alleged, the complainant has the burden of proof. WAC 391-45-270(1)(a).

The parties' collective bargaining obligation requires that the status quo be maintained regarding all mandatory subjects of bargaining, except when any changes to mandatory subjects of bargaining are made in conformity with the statutory collective bargaining obligation or a term of a collective bargaining agreement. *City of Yakima*, Decision 3503-A (PECB, 1990), *aff'd*, *City of Yakima v. International Association of Fire Fighters, Local 469*, 117 Wn.2d 655 (1991); *Spokane County Fire District 9*, Decision 3661-A (PECB, 1991). Otherwise, an employer is prohibited from making unilateral changes to mandatory subjects of bargaining. *Workforce Central*, Decision 10280-A (PECB, 2009). To make a change, the employer must give a union sufficient notice of possible changes affecting mandatory subjects of bargaining and, upon union request, bargain in good faith. *Id.*

To prove a unilateral change, the complainant must establish that the dispute involves a mandatory subject of bargaining and that there was a decision giving rise to the duty to bargain. *Kitsap County*, Decision 8292-B (PECB, 2007). The complainant must establish the existence of a relevant status quo or past practice and a meaningful change to a mandatory subject of bargaining. *Whatcom County*, Decision 7288-A (PECB, 2002); *City of Kalama*, Decision 6773-A (PECB, 2000); *Municipality of Metropolitan Seattle (METRO) (ATU Local 587)*, Decision 2746-B (PECB, 1990). For a unilateral change to be unlawful, the change must have a material and substantial impact on

⁶ Historically, ULPs by a public employer were contained in RCW 41.56.140. See footnote 1.

the terms and conditions of employment. *Kitsap County*, Decision 8893-A (PECB, 2007) (citing *King County*, Decision 4893-A (PECB, 1995)).

The Commission focuses on the circumstances as a whole and on whether an opportunity for meaningful bargaining existed. *Washington Public Power Supply System*, Decision 6058-A (PECB, 1998). If the employer's action has already occurred when the employer notifies the union (a *fait accompli*), the notice would not be considered timely, and the union would be excused from the need to demand bargaining. *Id.* If the union is adequately notified of a contemplated change at a time when there is still an opportunity for bargaining, which could influence the employer's planned course of action, and the employer's behavior does not seem inconsistent with a willingness to bargain, if requested, then a *fait accompli* will not be found. *Id.* (citing *Lake Washington Technical College*, Decision 4721-A (PECB, 1995)).

Whether a particular subject is mandatory or nonmandatory is a question of law and fact to be determined by the Commission and is not subject to waiver by the parties by their action or inaction. A party which engages in collective bargaining with respect to a particular issue does not and cannot confer the status of a mandatory subject on a nonmandatory subject. WAC 391-45-550; *City of Everett (International Association of Fire Fighters, Local 46)*, Decision 12671-A (PECB, 2017). To decide whether an issue is a mandatory subject of bargaining, the Commission balances "the relationship the subject bears to [the] 'wages, hours and working conditions'" of employees and "the extent to which the subject lies 'at the core of entrepreneurial control' or is a management prerogative." *City of Richland*, 113 Wn.2d at 203. The public's interest in effective government services is also a factor in the balance. *City of Everett (International Association of Fire Fighters, Local 46)*, Decision 12671-A (considering the public's interest in effective fire suppression service and observing that "the public's interest in safety must be weighed.").

The actual application of this test is nuanced and is not strictly black and white. Subjects of bargaining fall along a continuum. At one end of the spectrum are grievance procedures and "personnel matters, including wages, hours, and working conditions," also known as mandatory subjects of bargaining. RCW 41.56.030(4). At the other end of the spectrum are matters "at the core of entrepreneurial control" or management prerogatives, which are permissive subjects of

bargaining. *City of Richland*, 113 Wn.2d at 203. Between the two ends of the spectrum are other matters that must be weighed based on the specific facts of each case. One case may result in a finding that a subject is a mandatory subject of bargaining, while the same subject, under different facts, may be considered permissive. The decision focuses on which characteristic predominates. *Id.*

Waiver

A party may waive its right to bargain through the language in its collective bargaining agreement. A contractual waiver of statutory collective bargaining rights must be consciously made, must be clear, and must be unmistakable. *City of Yakima*, Decision 3564-A (PECB, 1991). When a knowing, specific, and intentional contractual waiver exists, an employer may lawfully make changes as long as those changes conform to the contractual waiver. *City of Wenatchee*, Decision 6517-A (PECB, 1999). The burden of proving the existence of the waiver is on the party seeking enforcement of the waiver. *Lakewood School District*, Decision 755-A (PECB, 1980). We have long held that typical management rights clauses claimed by employers to be waivers of union bargaining rights generally fail to meet the high standards for finding a waiver. *See Chelan County*, Decision 5469-A (PECB, 1996).

Application of Standards

Cause of Action Statement and Statute of Limitations

As a threshold matter of jurisdiction, the city has asserted two interrelated defenses concerning PERC's jurisdiction that, if proven, would necessitate dismissal of the case. As an affirmative defense, the city bears the burden of proof with respect to both claims. First, it asserts that the union's case is limited to how the issue is framed in the cause of action statement issued by PERC. The cause of action statement specifies the alleged refusal to bargain violation is based on the city's unilateral implementation of squad trucks without providing the union an opportunity for bargaining. Related to that, the city next asserts the complaint is untimely because the undisputed evidence demonstrates the squad trucks were implemented on June 1, 2023, which is outside the six-month statute of limitations since the union's complaint was filed on October 15, 2024. For

the reasons detailed below, it is determined the city has failed to carry its burden of proof to demonstrate that the complaint is untimely and outside the six-month statute of limitations.

The city's overly prescriptive reading of the cause of action statement in this case is inconsistent with both the law and the purpose behind the issuance of such statements. The purpose of the cause of action statement issued by PERC under WAC 391-45-110 is twofold. First, based on the premise that the factual claims alleged in a complaint are true and provable, the cause of action statement establishes that PERC has jurisdiction to rule on one or more allegations contained in the complaint. Second, the cause of action statement helps preserve the due process rights of the parties by providing clear notice of the legal claims at issue in the case. Therefore, the complainant knows what claims it must prove, and the respondent knows what claims it must defend against. Consistent with this purpose, while the Commission has clearly stated the cause of action statement frames the issues in the case, it has been equally clear that such framing is to be read *in conjunction with* the complaint filed in the case. In other words, the cause of action statement is not to be understood in isolation from other pleadings in the case.

When read in totality, it is clear the complaint and cause of action statement include an allegation that the city unilaterally changed how the squad trucks were deployed when it allegedly changed the response plan permitting squad trucks to respond to low-priority EMS calls alone. The union's complaint contains 13 separate, numbered paragraphs in the statement of facts section. Three of the numbered paragraphs are jurisdictional and background statements about the case; two of which describe the alleged legal violations. Of the remaining 10 paragraphs, 6 explicitly reference the city's June 24, 2024, directive allegedly changing the response plan for squad trucks or directly reference the alleged change as requiring squad trucks to respond as a single unit to certain EMS calls. In its corresponding answer, the city admitted to sending out an operational directive around June 26, 2024, regarding deployments, and affirmatively alleged that said directive described how squads would be prioritized for dispatch to a scene.

The cause of action statement describes the change as "unilaterally implementing" the squad trucks. However, when reviewing all the pleadings in this matter, it is equally clear that the nature of the union's allegation is focused on the city's decision to change its response plan. Specifically,

this change allowed squad trucks to be dispatched as single units for certain EMS calls. This adjustment was part of the city's broader implementation plan for squad trucks.

Equally important, there is no evidence that the specificity of the cause of action statement, based on the contents of the union's complaint and the city's answer, impaired the due process rights of the parties. In these pleadings, there are clear references to the June 2024 directive from the city and its impact on how squad trucks were deployed to emergency scenes. It would be disingenuous for the city to claim it didn't have clear notice of the nature of the union's complaint and allegation of unilateral change, given that the city's answer responded to these specific allegations repeatedly made throughout the union's complaint. To the extent the city truly didn't understand the nature of the union's complaint, there is a process in WAC 391-45-250 through which the city could have motioned to make the complaint more definite and detailed. But the respondent never availed itself of this process. The city cannot meet its burden that the union's case is limited to the alleged unilateral implementation of squad trucks. When all the pleadings are considered in totality, the union's alleged refusal to bargain violation regarding the deployment of squad trucks as single units to certain EMS calls is within the scope of the hearing as framed by the cause of action statement.

Based on the above analysis, the city cannot prove that the complaint is outside the six-month statute of limitations, which would necessitate dismissal of the claim. The alleged unilateral change that is the focus of the union's complaint centers on the June 2024 directive issued by the city concerning the deployment of squad trucks as single-response units. Therefore, the directive is the triggering event from which the six-month statute of limitations is measured. The triggering event is not when the squad trucks were first deployed by the city in June 2023. Since the complaint was filed on October 15, 2024, it falls within the six-month statute of limitations based on the triggering event of June 24, 2024, when all the VFD staff were notified of the response plan change. The complaint was timely filed.

Status Quo

In a unilateral change case, it is first incumbent upon the complainant to prove the existence of the status quo and a meaningful change to a mandatory subject of bargaining. Each party paints a

vastly different picture as to the nature of the status quo regarding the deployment of squad trucks prior to the implementation of the alleged unilateral change by the VFD in June 2024. The city's initial assertion is that the status quo for deploying squad trucks was dynamic and that early in the process the union knew single-unit deployments of the squad trucks would eventually occur. According to the city, a fundamental premise behind Proposition 2 was to improve call response times, partly by utilizing squad trucks for low-priority medical calls, thus freeing engine or ladder trucks for more significant emergencies. Separately, the city asserts that after the first deployment of squad trucks in June 2023, squad trucks routinely arrived at emergency scenes as a single-unit responder. The June 2024 directive and updated response plan simply reflected a reality already in place, as asserted by the city. Conversely, the union argues the relevant status quo is measured from the formal response plan, discussed with the union in January 2023, following extensive bargaining between the parties wherein the union expressed the importance of having a company officer deployed with the squad trucks. The June 2024 directive introduced a change to the response plan, specifying that squad trucks would be dispatched as single units to low-priority EMS calls. From the union's perspective this was a clear change in the deployment plan for squad trucks.

I find that the relevant status quo for the deployment of squad trucks is based on the January 2023 deployment and response plan for squads in which the VFD committed to deploying squad trucks with an engine or ladder truck for both high and low-priority medical calls. The June 2024 directive was a meaningful and substantial change to this status quo because, for the first time, the VFD's formal response plan specified a single-unit response by squad trucks for low-priority EMS calls. The evidence produced by the city does document an overarching purpose to eventually deploy squad trucks as single-unit response vehicles, as repeatedly expressed by the VFD officials. It is also undisputed that after their initial deployment, squad trucks did arrive on scene alone in a statistically meaningful percentage of dispatches. However, the union's complaint alleges the VFD's formal deployment and response plans implemented in June 2024 changed from what was presented to the union in January 2023. Those response and deployment plans form the basis of the relevant status quo from which the unilateral change allegations are measured. There was a

clear and meaningful change in those plans; therefore, the union has carried its burden of showing a change in the status quo.

Notice and Opportunity to Bargain

Unless permitted by the parties' CBA, before a meaningful change to a mandatory subject of bargaining can be implemented, the employer is obligated to provide the union with notice of the change and an opportunity to bargain, if subsequently requested by the union. The evidence produced during the hearing shows that no such notice and opportunity was afforded to the union prior to the VFD's decision to implement a change in the deployment and response plan for squad trucks.

Prior to the new deployment and response plan that took effect on June 25, 2024, the parties only met once to discuss the changes. That meeting took place on June 13, 2024, during which time the VFD shared with the union its plan to change the response plan for squad trucks. The city distributed a multipage readout of thousands of different emergency calls dispatched to the VFD and how some responses to certain types of calls would change in the future under the new response plan. Union officials expressed their opposition to any changes and emphasized their earlier position that squad trucks need to deploy with an engine or ladder truck so that adequate numbers of personnel were dispatched to a scene and a company officer would be present for each call. After the meeting, there is no evidence of additional communication between the parties until the June 24, 2024, email from Harmon with the directive on changes to the deployment and response plan as detailed above.

To the extent this change is a mandatory subject of bargaining, the city failed to provide sufficient notice and a meaningful opportunity to bargain the change to the union. Instead, the change was implemented as a *fait accompli*, with the city effectively providing notice of the change contemporaneous with its implementation. The June 13, 2024, meeting between the parties was not notice of a potential change, as by all accounts the city previously decided to institute changes to the response plan and was using the meeting to mainly give the union a heads up on the impending change. Approximately one week later, Harmon emailed the directive with the new response plan to all staff, which was to take effect almost immediately. The city's approach did

not provide sufficient notice and a meaningful chance for the union to bargain the change prior to implementation.

Contractual Waiver

To the extent the alleged change is a mandatory subject of bargaining, the city could still be excused from a duty to provide notice and an opportunity to bargain if the union waived its right to bargain any change in the CBA. The city asserts that the union waived its rights regarding changes in the response plan for squad trucks—both through the management rights article and by omitting any language referencing the January 2023 response plan in the final 2023–2025 CBA. For the reasons detailed below, the city’s contractual waiver argument is rejected.

As an affirmative defense, the Commission has been clear in placing the burden on the respondent to provide evidence of a clear and unmistakable intent of the union to waive any right to bargain the specific topic at issue in the case. The city is correct that the final 2023–2025 CBA language discussing squad trucks dropped any reference to the January 2023 response plan. However, based on earlier proposals from the parties, the removal of that reference does not equate to an intent to waive the right to bargain changes to that response plan. Similarly, while the management rights section of the CBA details the ability of the city to set service standards and introduce new equipment, the generalized nature of this language does not meet the burden imposed on respondents to demonstrate a contractual waiver. These statements in the management rights section are more akin to general restatement of rights retained by the employer rather than evidence of a clear and unmistakable intent of the union to waive the ability to negotiate a specific subject of bargaining.

Mandatory Subject of Bargaining

The central and penultimate issue in this case is whether the change to the deployment and response plans for the squad trucks constitutes a mandatory subject of bargaining. The union has the burden of proof in this matter. It must sufficiently demonstrate that the response plan and deployment of squad trucks as single-unit responders—rather than accompanied by an engine or ladder truck—has a direct impact on bargaining unit members. Specifically, the union must show that this impact affects the wages, hours, and working conditions. Furthermore, the impact must be significant

enough to outweigh any managerial prerogative on this topic. To accomplish this, the union has advanced several parallel lines of argument. First, it argues that the VFD has a long history requiring a company officer to deploy on all emergency calls, which is embedded across numerous policies. Typically, this role is filled by a company captain assigned to an engine or ladder truck across each of the 11 VFD stations, but for more complex scenes that role could shift to a battalion chief or higher rank depending on the situation. With the staffing plan for squad trucks involving a firefighter and firefighter-paramedic, sending these trucks as a single unit without a company officer can impact safety and workload in numerous ways. The captain or higher-level officer has substantial experience managing complex emergency scenes, which may not be the case with a single squad truck that could include firefighters who recently just made it off probation or who otherwise possess relatively little experience. With less experienced firefighters being asked to manage challenging questions around the deployment of sufficient resources, manage potentially unsafe emergency scenes, or decide on care plans for members of the public experiencing an emergency, there is a higher probability of an unsafe condition for firefighters and the public.

Additionally, the change in the response plan for squad trucks deploying as single-unit responders for low-priority EMS calls meant the firefighters and firefighter-paramedics in the squad truck were taking on a higher workload than before, when squad trucks were deployed with an engine or ladder truck. The earlier dispatching of an additional apparatus with the squad trucks meant there were more people to do the work at an emergency scene, such as lifting patients or treating injuries. The additional personnel could also help ensure scene safety by doing things like crowd control or traffic management to better protect everyone working on scene. Coupled with this, the union offered evidence that the priority assigned to emergency calls by dispatch is often unknown or incorrect, and what could appear as a low-priority call is in fact something much more complex or dangerous. In the absence of an additional apparatus and company officer, the firefighters in the single-unit squad truck are now required to manage what could be an improperly coded call without the experience and resources to best manage that situation. These issues heighten the safety and workload concerns for union members and have a direct bearing on their wages, hours, and working conditions.

The challenge for the union's assertions is that while the safety concerns are all hypothetically possible, the actual data does not sustain many of the concerns. Although the original response plan from January 2023 called for squad trucks to deploy with another apparatus, the evidence showed that soon after their initial deployment on June 1, 2023, there were many instances of squad trucks arriving on scene as the lone vehicle. This was not just an occasional occurrence; rather, this happened in approximately one quarter of the emergency responses involving squad trucks during the first 13 months of their deployment. Evidence from the safety committee, which was established by the VFD to regularly review all accidents and safety complaints experienced by the VFD personnel, shows no measurable impact on personnel operating squad trucks through increased injuries or assaults by the public. There was also little in the way of safety complaints filed with the committee, other than a concern raised over the storage of oxygen tanks on the trucks, which was subsequently addressed by the VFD. As noted earlier, this safety committee data includes a substantial number of instances where squad trucks were arriving on scene as a single-unit vehicle. If the concerns raised by the union about impacts to safety and workload were to the degree expressed, it would be reasonable to expect that such outcomes would appear in the data focused on safety for firefighters. Yet, there is little to no such evidence.

On the other side of the balancing analysis, it is necessary to consider the extent to which the response plan implicates a traditional managerial prerogative or relates to a core enterprise of the city. In this regard, it is undisputed that the core function of the VFD is to provide fire suppression and emergency services to the residents of its service area. Critical to the execution of its mission is the ability of the VFD apparatus and personnel to respond to emergency situations as quickly and safely as possible. To achieve this objective, the city has a strong entrepreneurial need to remove any obstacles or enhance its resources, such that its response times to emergencies are at required levels to minimize harm to people, property, and the environment in emergency circumstances.

To this end, the city put forward evidence that for many years it was not meeting required response times and, in turn, was failing to provide the required resources that are at the core of the VFD's mission. There were a number of reasons for this failure, including a growing service population

and an increase in the number of calls. But the city also attributed its problem to the situation of call concurrency—a situation in which two or more emergency calls come into the same service area while personnel are already responding to an emergency and are temporarily unavailable. Upon recommendation of its fire chief to address the problem of call concurrency, the city council developed a funding plan to purchase new emergency trucks, including the new squad trucks, for the express purpose of improving response times. This funding plan was later known as Proposition 2. The original intent behind the squad trucks was to allow for smaller vehicles with fewer staff to respond to low-priority EMS calls. This would allow the larger apparatus to remain available more often to respond to higher-priority fire and emergency calls and improve response times. This purpose was presented to voters in the VFD service area. The voters agreed to a higher property tax rate in order to pass the proposition and achieve this outcome.

The VFD now has a strong managerial interest in carrying out the express purpose behind Proposition 2. There is little disagreement that the VFD, as the employer, has the right to determine how many emergency trucks to purchase and the type of trucks it chooses to deploy. Inhibiting the deployment of squad trucks as single-unit responders would undermine a central objective of the VFD to reduce call response times and the frequency of call concurrency. Deploying squad trucks with other engine or ladder trucks would also conflict with one of the stated purposes behind Proposition 2—to reduce call times and call concurrency, which was enacted by the voters with that purpose in mind.

Related to this, the public interest in improving response times to emergency calls bears weight on the balancing analysis in this case. A majority of the voters in the VFD service area agreed to impose a higher property tax on themselves with the promise that such a tax increase would translate into improved response times and a better-equipped VFD. It is reasonable to infer from the passage of Proposition 2 that the public has a strong interest in ensuring the VFD takes measures to improve response times while enhancing the fire suppression and emergency response services that are provided. Limitations on those efforts would likewise run counter to that interest, which must be considered in evaluating the weighing of competing interests on this topic.

In balancing these competing interests, I have determined that the response plan for squad trucks as single-responders for low-priority EMS calls is not a mandatory subject of bargaining. The city has an overriding managerial interest in deploying the squad trucks in a manner consistent with how it was represented to voters in an effort to improve response times for emergency calls. The public likewise has a strong interest in seeing the city accomplish this objective. Although the change in response plans has a clear effect on safety and workload issues for firefighters, those impacts are outweighed by the overriding managerial and public interests. The decision to change the response plans for squad trucks as single-unit responders for low-priority EMS calls was permissive.

While the city was not legally obligated to bargain with the union over its decision to implement a change in the response plans for squad trucks, a duty to bargain the effects of the decision remained, if requested by the union. Although the union's demand to bargain letter refers to the "impacts and effects of the changes," the record lacks any evidence that the city refused to bargain those impacts. Approximately one week after the union's July 8, 2024, demand to bargain letter, the VFD responded to the union. In that response, the city asserted its belief that the decision to change the response plan was a management prerogative, but it also acknowledged the impacts of the change and expressed a willingness to meet to discuss those impacts. There is no evidence that the union sought a meeting with the city or continued the conversation in any manner. Lacking any evidence that the city refused to bargain over the impacts, the union cannot carry its burden of proof to demonstrate a refusal to bargain over the effects of this managerial decision.

CONCLUSION

The union has failed to carry its burden of proof that the change in the response plan for the deployment of squad trucks was a unilateral change in violation of RCW 41.56.045. The new June 2024 directive on the response plan for squad trucks was a clear change in the status quo that was presented to the union as a *fait accompli*. However, since the decision was permissive, the city was not obligated to provide advance notice and an opportunity to bargain its decision to change response plans. There is a lack of evidence that the city refused to bargain over the impacts or effects of the decision. While the complaint was timely and included an allegation over the change

in response plans for squad trucks in June 2024, there cannot be a unilateral change in a permissive subject of bargaining.

FINDINGS OF FACT

1. The City of Vancouver (city or employer) is a public employer as defined by RCW 41.56.030(13).
2. The International Association of Fire Fighters, Local 452 (union or Local 452) is a bargaining representative within the meaning of RCW 41.56.030(2).
3. Local 452 is the exclusive representative of a bargaining unit of public employees, as defined in RCW 41.56.030(12), at the city. This bargaining unit, commonly referred to as the fire suppression unit, includes the ranks of firefighter, firefighter-paramedic, engineer, and captain. The city and Local 452 have been parties to a series of collective bargaining agreements (CBAs) for the fire suppression unit, including the most recent CBA for the period of January 1, 2023, through December 31, 2025.
4. The city operates its fire and emergency services through the Vancouver Fire Department (VFD). The VFD services an area of nearly 90 square miles and a population of just under 300,000 people, providing fire response, emergency medical response, hazardous materials response, and maritime response, among other services. Currently, there are 11 separate stations operated by the VFD and over 200 personnel within the VFD. The VFD is headed by the fire chief, Brennan Blue, who has served in the role since September 2020. The remaining command structure of the VFD includes three deputy chiefs, four division chiefs, and six to eight battalion chiefs. At each of the 11 stations, there is a fire captain assigned to each shift, who serves as a company officer on calls, and a station captain responsible for the firehouse. Each station at the VFD is assigned engine trucks, ladder trucks, and squad trucks. These vehicles are staffed by firefighters and firefighter-paramedics; engine and ladder trucks, specifically, also include engineers.

5. Upon his hiring, Blue was tasked by the Vancouver City Council (council) to address the needs of the VFD and the community and to develop a plan to address service concerns. This task came after years of complaints and concerns raised about the level of service provided by the VFD. In an October 2021 presentation to the council, Blue identified that the VFD was routinely not meeting service level standards in two particular areas: (1) response times to Priority 1 and 2 emergency medical service (EMS) calls, and (2) response times to full alarm structure fires.
6. Blue attributed the deficiencies in response times to increasing call volume, call concurrency, and population growth across the service area. “Call concurrence” describes a situation in which multiple calls come in to a specific station area at the same time. When an emergency call is dispatched to a specific station, dispatchers must determine if the engine or ladder truck assigned to the station is already responding to a separate emergency. If so, the dispatchers are obligated to dispatch another truck from a separate station in the service area or wait until the originally assigned company can respond. The delays associated with this situation of call concurrence negatively impact response times.
7. In collaboration with the medical program director, the VFD has developed a “response plan” for EMS calls across its jurisdiction. EMS calls are categorized as high-priority calls or low-priority calls based on the Clawson protocols, as modified by the county’s medical program director. The response plan categorizes all EMS calls as either Priority 1 or 2, which are high-priority calls, or Priority 3, 4, or 5, which are low-priority calls. The primary distinction between Priority 1 and 2 calls and Priority 3, 4, or 5 calls is that the high-priority calls involve life-threatening emergencies, whereas the low-priority calls involve a medical situation that is non-life-threatening. Clark Regional Emergency Services Agency, the regional dispatch agency that works with the VFD, utilizes the response plan when receiving EMS calls in an effort to assign a priority level to each call when dispatching units to an emergency.
8. To address the problem of call response times and call concurrency, Blue submitted four specific recommendations in the October 2021 presentation to the council. One of the

recommendations was to purchase and deploy squad trucks at three stations across the VFD service area. The squad trucks are smaller than standard engine or ladder trucks, staffed by two firefighters, and best described as a more agile crew-cab platform with a box on back for equipment. According to Blue, deploying squad trucks would allow the VFD to deploy larger apparatus, like engine trucks, to high-priority calls and dispatch squad trucks to low-priority calls. Blue believed that in conjunction with other recommended changes, the squad trucks would help reduce call concurrency and improve response times to required levels. Blue testified that to achieve this outcome, his intent was to utilize squad trucks for low-priority calls independent of the larger apparatus. This would allow the engine and ladder trucks to remain more available for high-priority EMS and fire calls.

9. In the October 2021 presentation to the council, Blue detailed several funding options to pay for the recommended service enhancements. On December 6, 2021, the council passed Resolution No. M-4155 that required the city to submit a levy lid lift proposition to the city's electorate. The levy lid lift was labeled as Proposition 2. Among other effects, this proposition was designed to fund a new squad and engine truck as well as additional vehicles to support emergency services across the city. The resolution expressing the council's support for Proposition 2, which would increase property taxes, specifically cited insufficient truck apparatus coverage as one of the reasons for declining response times. In a special election in February 2022, Proposition 2 was passed by voters.
10. Following the successful passage of Proposition 2, the VFD moved forward with ordering new equipment, including squad trucks. Additionally, Chief Blue organized a "squad committee," headed by the now-retired battalion chief, John Bulder. In October 2022, the committee's recommendations on the initial deployment of the squad trucks, which was previously made available to and discussed with Blue, were shared with the union. The committee recommended that squad trucks be deployed "to reduce response times for high acuity medical incidents and residential fire response."
11. Initially, the committee's recommendation was to limit the deployment of the squad trucks in order to better evaluate the "impact on system response." The final set of

recommendations at the conclusion of the report included assigning squad personnel to “always work under the direction of a Vancouver Fire Captain or Chief Officer,” and not permitting the squads to “freelance or be assigned duties consistent with an independent company.” However, during a meeting with the union on October 12, 2022, Blue expressed his intent that squads would go to some low-priority medical calls alone to free up other apparatus.

12. Contemporaneous to the VFD’s efforts to develop a deployment model for the squad trucks, in the fall of 2022 the parties began negotiations for a successor CBA. In one of its initial proposals, the union raised the topic of staffing the new squad trucks by proposing that both a firefighter and a firefighter-paramedic would staff the truck. Additionally, at least one of those positions would hold a newly proposed rank of engineer, earning a higher designated premium pay.
13. At a subsequent bargaining session on September 28, 2022, the city told the union it was not interested in creating a new engineer classification. In response, the union expressed a desire to discuss staffing of the squad trucks as part of the negotiations, such as including either a captain or lead person on each squad truck. In its proposal on October 27, 2022, the union modified its position to specifically state that the squads would be staffed with “either one captain or the equivalent thereto, receiving captain-level pay.”
14. At a labor management meeting held on January 12, 2023, the parties met to discuss the VFD’s plan to deploy the squad trucks. The VFD shared with the union a draft document titled “VFD Squad Response Framework.” In the document, the VFD identifies a framework for deploying squad trucks during what it called an “initial roll out,” while also noting that the response plan “will be refined and changed over time.” For Priority 1 and 2 calls, the response plan specified that an engine or ladder truck will be dispatched first if it’s the closest unit or added as a second unit if the squad truck is closest. For low-priority calls, if the squad truck is closest, then it will be dispatched and an engine or ladder truck added; however, if the engine or ladder truck is closest, then it will be the single response

unit. Nowhere in the January 2023 response plan does it indicate that squad trucks will be dispatched as stand-alone units.

15. As negotiations continued between the parties, on January 19, 2023, the union offered a new proposal on squad trucks. This proposal returned to an earlier proposal to staff the squads with an engineer and firefighter but added a provision stating that staffing will otherwise be in accordance with “the staffing model shared with the Local on 1/12/23.” On January 25, 2023, the city proposed its first response on staffing the squads. This response rejected earlier union proposals to include an engineer or captain in the staffing model but otherwise followed the union’s last proposal to staff the squads with a firefighter and firefighters-paramedic “according to the staffing model shared with the Local on 1/12/23.” That same day, the union responded to the proposal by dropping any reference to engineers and captains and instead proposed that “[w]hen introduced, Squads will be staffed according to the staffing model shared with the Local on 1/12/23.”
16. Eventually the parties executed a new labor agreement, which was finalized by June 21, 2023, to cover a period of January 1, 2023, through December 31, 2025. Article 26.3 of the new agreement is the only section referencing the squads. The final language states the following: “[w]hen introduced, Squads will be staffed with a non-probationary firefighter and a non-probationary firefighter paramedic.”
17. On June 1, 2023, the initial squad truck was deployed by the VFD, with additional units deployed later in the year. A final version of the deployment plan for squads was sent to all staff by Deputy Chief Tige Harmon on May 1, 2023. Despite statements in the squad response plan that squads would be dispatched to EMS calls with an engine or truck, the VFD began to modify its practices early on in the initial deployment period. During an August 2023 meeting on the squad trucks, Harmon led a presentation and discussion directing the captains to clear calls at their discretion when a squad truck first arrives and does not require assistance. In some cases, this occurred without an engine or ladder truck ever arriving on scene.

18. Consistent with this directive, an analysis of data on the deployment of the squad trucks between their initial deployment on June 1, 2023, through June 30, 2024, demonstrated that the VFD ended up deploying squad trucks alone in a significant percentage of cases. During this time frame, out of the 6,465 incidents that a squad truck was dispatched, it arrived on the scene alone in 1,623 of those incidents—25.1 percent of the total dispatches.
19. Union officials testified that during the first 13 months of the squad truck deployment it was their belief that the squad trucks were being deployed consistent with the initial deployment model presented to the union in January 2023. They also believed this model had been incorporated into the parties' final CBA.
20. Local 452's vice president, Chris Wanous, explained in his testimony several reasons why the union believed deploying a squad truck with an engine or ladder truck at all times was critical to both the VFD's operations and the health and safety of employees. First, all of the engine and ladder trucks on each shift have an assigned fire captain (or acting captain); whereas squad trucks are deployed with only a non-probationary firefighter and firefighter-paramedic. Fire captains have significant experience and serve as on-scene incident commanders. This includes both ensuring appropriate response levels to emergency scenes and maintaining the overall health and safety of the responding crew and equipment. Many of the VFD policies memorialize the importance of having incident commanders on scene for emergency calls. Squad trucks are not staffed with a fire captain, so if they are dispatched alone, then they do not have the same on-scene incident commander that would accompany an engine or ladder truck being dispatched. Second, many emergency calls are dispatched as "unknown" priority or are assigned an incorrect priority call based on the nature of the scene. Without an on-scene incident commander, squad trucks could arrive at a scene under-resourced and without someone to manage the situation. Third, dispatching an engine or ladder truck with a squad truck increases the amount of resources responding to an emergency scene to ensure the health and safety of everyone involved. A squad truck only has two firefighters; when dispatched alone, they are now doing the work that was previously done by five or more people when the squad trucks were deployed with an engine or ladder truck. This results in a higher workload for

the two firefighters in the squad truck and more safety concerns with only two employees managing a potentially complex and dangerous scene.

21. Aside from the concerns raised by the union regarding the operation of the squad trucks, there is no evidence of any measurable impact on safety incidents following the deployment of the squads. The VFD maintains a safety committee, which includes Deputy Chief Tony Fletcher as a member. The safety committee meets on a quarterly basis to review accidents and injuries that occur across the department as well as any safety complaints filed by individual department employees. After reviewing these reports, the safety committee is empowered to make recommendations on changes to policies or procedures to address problems and improve the safety of the workplace. Since the initial deployment of a squad truck in June 2023, Fletcher testified that there were no specific accident reports or safety complaints reviewed by the safety committee regarding the squad trucks—with the exception of a single report raising a concern over how the oxygen tanks were stored on the trucks.
22. About one year after the initial deployment of the first squad truck, Blue testified that he felt it was time to update the response plan as “initially promised voters and the public and articulated to council.” On June 13, 2024, the city and the union met to discuss changes to the response plan. In attendance for the union was President Ryan Reese, Vice Presidents Wanous and Abe Dahmus, and Secretary Kevin Lundy. Chiefs Harmon and Nathan Leek participated on behalf of the VFD. The city provided the union with a handout detailing thousands of different EMS calls over approximately the prior year and showing how some of the responses would change with the newly proposed response plan.
23. Through the discussion, and in reviewing the handout provided by the city, the union learned of the VFD’s plan to begin dispatching squad trucks alone to certain types of EMS calls. The union expressed its opposition to the change and insisted that a company officer or equivalent would need to be dispatched with the squad trucks on all calls. The parties did not meet further on this topic or exchange additional information.

24. On June 24, 2024, a directive from Harmon was emailed to all staff titled “Response Plan Changes.” The directive covered a number of different topics but included a section on the squad trucks. In that section, Harmon stated that squad trucks had been operating over the last year “under a trial period” that was coming to an end, “and it is now time to utilize the squads as originally promised.” The new response plan specified, among other things, that EMS Priority 3 and 4 calls would now be “primarily a single unit response with Squad first out, then Engine, and then Truck.”
25. On July 8, 2024, Reese emailed a demand to bargain letter to Blue. In the demand letter, Reese stated the VFD issued a directive on June 24, 2024, that included “significant changes” to the VFD response plan, such as changes to squad units. Reese went on to state the changes were “implemented unilaterally” by the VFD and “without the agreement or consent of IAFF, Local 452, and without any bargaining between the parties.” The union demanded the city rescind any of the changes and bargain with the union over “all mandatory subjects of bargaining . . . referenced in the June 24, 2024 Directive.”
26. Wanous, who was also on the union’s negotiation team, believed there was an agreement that squad trucks would always be attached to another company and under a company officer. His understanding was based on both the October 2022 bargaining session with Blue and the response plan shared with the union in January 2023.
27. On July 15, 2024, Fletcher sent an email response to Reese asserting the “operational deployment of apparatus is a management right per Article 2 of the CBA and not a mandatory subject of bargaining.” Fletcher stated the VFD understood that “there may be impacts resultant to operational adjustments” and they “look forward to having a conversation” with the union. Fletcher closed the email by stating he would be “happy to schedule a time” to discuss the matter with the union, but no further communication between the parties occurred on this matter. The union’s next action was to file an unfair labor practice complaint with the Public Employment Relations Commission on October 15, 2024.

CONCLUSIONS OF LAW

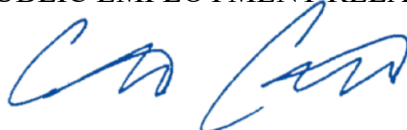
1. The Public Employment Relations Commission has jurisdiction in this matter under chapter 41.56 RCW and chapter 391-45 WAC.
2. As described in findings of fact 4–27, Local 452 did not meet its burden of proof to show employer refusal to bargain in violation of RCW 41.56.045(4), or derivative interference in violation of RCW 41.56.045(1), within six months of the date the complaint was filed, by unilaterally implementing pick-up truck style rescue units called “squads” without providing the union an opportunity for bargaining.

ORDER

The complaint charging unfair labor practices filed in the above-captioned matter is dismissed.

ISSUED at Olympia, Washington, this 16th day of October, 2025.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



CHRISTOPHER J. CASILLAS, Examiner

This order will be the final order of the agency unless a notice of appeal is filed with the Commission under WAC 391-45-350.