

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF TOPPENISH

AND

LOCAL 2328 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

January 1, 2009 through December 31, 2011

**COLLECTIVE BARGAINING AGREEMENT  
CITY OF TOPPENISH & I.A.F.F. LOCAL 2328  
January 1, 2009 – December 31, 2011**

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**PREAMBLE**

It is the purpose of this agreement entered into by and between The City of Toppenish, hereinafter referred to as Employer and Local 2328 of the International Association of Firefighters, hereinafter referred to as Union, to achieve and maintain harmonious relations between Employer and Union; to provide for the equitable and peaceful adjustments of differences which may arise; and, to establish and maintain proper standards for wages, hours of employment and other conditions of employment.

**ARTICLE 1**  
**UNION RECOGNITION AND SECURITY**

- 1.1 Scope of Bargaining Unit. The Employer recognizes the Union as the exclusive bargaining representative for all the full-time and regular part-time employees in the Employer's Fire Department, with the exception of the Fire Chief, who is excluded, for the purpose of collective bargaining in respect to wages, hours, and other conditions of employment.
- 1.2 Union Security. Any full or part-time employee who is not a member of IAFF Local 2328 shall, as a condition of employment, pay the union a monthly service charge equal to the monthly union dues and assessments as a contribution towards the administration of this agreement. Employees who fail to meet this requirement shall be discharged. The right of non-association of employees, based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, are safeguarded. Such members shall make payments equal to union dues and assessments as outlined in RCW 41.56.122.
- 1.3 Union Dues. Upon the written authorization of any employee within the Union and during the terms of this agreement the Employer shall deduct from the pay of such employee the monthly amount of dues as certified by the secretary of the Union and shall transmit the same to the treasurer of the Union, together with a copy of any document affecting the written authorization. The Union shall give the City a minimum of one month advance notice for any change in dues or assessments to be withheld by payroll deduction.
- 1.3.1 Hold Harmless. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon documents or cards or other information furnished to the Employer by the Union in complying with any of the provisions of this article.

**ARTICLE 2  
COMPENSATION**

2.1 Salary. Compensation in the form of salary shall be paid to members of the bargaining unit according to the schedule set forth in APPENDIX A, which shall form a part of, and be subject to, all provisions of this agreement. The Salaries set forth in APPENDIX A shall be adjusted in accordance with the Senior Firefighter Development Program and other provisions set forth in APPENDIX B, which shall form a part of, and be subject to, all provisions of this agreement.

2.1.1 Base Hourly Rate of Pay. Base hourly rate shall be as required by F.L.S.A. Said rate includes monthly salary, longevity and C.P.R. instructor pay, as per F.L.S.A.

Example: Twelve months x monthly salary + longevity + CPR Instructor = Yearly pay, divided by (2,756) hours worked per year = BASE HOURLY RATE.

2.1.2 Overtime Pay. Overtime pay at the rate of one and one half times the employee's base hourly rate of pay shall be paid for all work performed that is requested by the employer that falls outside of the employee's regular work shift, provided the employee may elect to receive compensatory time off at the rate of one and one-half hour for each hour as computed in accordance with Sections 3.4 and 2.1.1. Employee shall be granted leave with pay for training as required and approved during the employee's regular scheduled shifts. Training during the employee's regular scheduled days off shall be paid in accordance with Article 2.1.2 for hours traveling to and from, and actual hours spent in training.

2.1.3 Compensation For Drills. Off-duty employees attendance at drills (training meetings) shall be considered a call-back minimum of two (2) hours. Time in excess of this two (2) hours shall be compensated at the regular overtime rate.

2.1.4 Overtime pay on Calendar Basis. Overtime pay will be paid on a calendar month basis.

2.1.5 Overtime Compensation on Holidays. Employees who work overtime on the date of designated holidays shall be paid double their base hourly rate for all such hours worked.

2.1.6 Employees Required to Work on Holidays. Any covered employee normally eligible for holiday benefits, who is assigned to work on a day or part of a day designated as a holiday under the provisions of this agreement, or such other day as authorized by the City, is paid at one and one-half the employee's rate of pay for the hours worked on the holiday.

2.2 Longevity Pay.

2.2.1 Additional Compensation. In addition to monthly salaries to be paid to the regular full time employee, there shall accrue and be paid at the time and in the manner herein set forth, longevity pay as follows:

2 <sup>nd</sup> through 5 <sup>th</sup> year of service	\$20.00 per month	\$240.00 per year
6 <sup>th</sup> through 10 <sup>th</sup> year of service	\$70.00 per month	\$840.00 per year
11 <sup>th</sup> year of service and thereafter	\$170.00 per month	\$2,040.00 per year

2.2.2 Initial Accrual. The amounts set forth shall accrue from the first day of the calendar month next succeeding the month in which the period above set forth have been completed.

- 2.2.3 When Payable. The accrued amount payable to any employee, shall be paid to such employee on December 15<sup>th</sup> in each year provided however, that should any employee entitled to additional compensation as provided leave the employment of the City prior to December 15<sup>th</sup> in any year the accrued, and unpaid benefits for such employee shall be paid at the time of the termination of his employment.
- 2.3 C.P.R. Instructor Incentive Pay. Any employee who currently holds a C.P.R. instructor certificate will be entitled to incentive pay at the rate of \$30 per month. Any employee who wishes to obtain a C.P.R. certificate must do so without compensation for time spent in training. The employer will pay for the registration cost of the class. The employee will be paid per Article 2.1.2 for all classes taught outside of normally scheduled workshifts.
- 2.3.1 Qualification. To qualify for this incentive pay, the employee must obtain and maintain certification for such level(s) of proficiency, including field experience and periodic testing as required by state.
- 2.3.2 Lump Sum Payment. C.P.R. Instructor incentive pay shall be accrued and paid in lump sum annually as in longevity pay in Section 2.2.
- 2.4 Compensation at Retirement, Resignation, Dismissal, or Layoff. An employee who resigns, retires, is dismissed, or laid off shall be paid for all accrued and unused overtime, compensatory time, holiday time, vacation time and any other additional compensation the employee is entitled to under this Agreement. All compensation, excepting overtime and compensatory time, shall be at the employee's regular hourly rate of pay. All overtime and compensatory time shall be paid at one and one half the employee's regular hourly rate. In case of death of an employee, all compensation due the employee shall be made in accordance with R.C.W.
- 2.5 Senior Firefighter Development Program. Progression through the firefighter pay schedule from Probationary Firefighter to Senior Firefighter is dependent on the employee successfully completing the Senior Firefighter Development Program set forth in Appendix B.
- 2.5.1 Exception: Effective January 1, 2009, those members with at least five years of continuous service with the City of Toppenish shall be grandfathered and follow the schedule in 2.5.2.
- 2.5.2 Effective January 1, 2009; those members grandfathered shall begin at the Step C Senior for the January 1, 2009 and the July 1, 2009 salary increase.
- During the 2009 year those members shall obtain the NFPA/IFSA Firefighter 1 to be eligible for a salary increase on January 1, 2010 and July 1, 2010.
- During the 2010 year those members shall obtain the NFPA/IFSA Firefighter 2 to be eligible for a salary increase on January 1, 2011.
- 2.6 Training Officer. The Chief shall have the authority, with the approval of the City Manager, to appoint a firefighter to the position of Training Officer, based on the firefighter meeting local, state, or federal requirements and/or certifications. The Training Officer shall receive compensation for this position of \$300.00 monthly in addition to their respective pay range. It shall be the responsibility of the Training Officer to ensure they meet the requirements to qualify for this position on a yearly basis and to submit documentation of this qualification to the Chief.

## ARTICLE 3 HOURS

- 3.1 Hours. The hours of work shall average 53.00 hours per week in 365 days (1 year).
- 3.1.1 Master Shift Schedule. The employer shall set up a Master Shift Schedule for the calendar year, posted prior to December 1 of the preceding year, which shall cover the regular shift schedules. Such schedule shall be posted in a convenient location accessible to employees.
- 3.2 Work Cycle. A work cycle of 27 days shall be set. Each employee will be scheduled for nine (9) 24 hour duty shifts each work cycle, in the following manner:
- 24 hours on duty – 24 hours off duty  
24 hours on duty – 24 hours off duty  
24 hours on duty – 96 hours off duty
- 3.2.1 Shift Start. The 24 hour shift shall commence at 0700 hours (7:00 AM) and continue through to 0700 hours (7:00 AM) the following day.
- 3.2.2 Trial Employee Schedule. A trial employee shall be defined as any new hire for the purpose of becoming a regular employee who has not completed twelve (12) consecutive months of service with the Employer. It is understood that the trial service period is part of the selection process and designed to allow evaluation of an employee's fitness for regular status. As a result, a trial employee may be separated from employment or otherwise disciplined at the sole discretion of the Employer. The trial service firefighter's schedule shall be set by the training officer and approved by the Fire Chief or his designee. The schedule must maintain the 53 hours per week average as set in Article 3.1. The trial service firefighter shall work this schedule for a period not to exceed twelve (12) months.
- 3.3 F.L.S.A. Time. Each employee, to remain within 53 hour week allowed by F.L.S.A., shall be paid for 12 hours overtime per each completed 27 day work cycle. Such overtime shall be paid at the regular overtime rate (time and one-half) and be included in the employees first pay period of the month after which each 27 day cycle concludes.
- Employees may also choose to expend these 12 hours as time off during the affected cycle, with scheduling approved by the Fire Chief or his designee. Additionally, the employee shall be allowed to contribute up to 12 hours of earned vacation time to enable such employee to be absent for a 24 hour shift.
- 3.4 Hour Calculation. With the exception of call-back time minimum below, periods of time worked less than 30 minutes in duration shall be considered to be the next less number of hours, and periods of time worked more than 31 minutes but less than 60 minutes, shall be considered to be the next greater number of hours.
- 3.5 Call-Back Time and Pay. An emergency call for which the member is required to respond during non-duty hours shall be considered to be a minimum of one hour; each member shall receive pay computed at the rate of one and one half times the member's base hourly pay for call-back time; however, a member responding as required above and dispatched to handle a second or additional calls shall continue to receive the overtime rate, but shall not receive additional minimums for such subsequent calls until released from service by the officer in charge. Additionally, members who respond to

emergency calls during non-duty hours on holidays shall receive pay computed at the rate of double the member's base hourly pay.

3.5.1 Early Reporting and Hold Over. Employees who report for and are assigned to begin work which continues into their work shift, and employees who are notified before their work shift ends that they will be held over shall receive overtime pay. Such periods of work of less than thirty (30) minutes in duration shall be computed and paid in increments of fifteen (15) minutes. Such employees shall not be entitled to the one hour minimum callback pay provided in Section 3.5.

3.6 Shift Exchange. Employees may exchange shifts when the exchange does not interfere with the operation of the department, nor constitute a basis for overtime for either individual and with approval of the Fire Chief or his designee.

3.7 Attendance at Drills. Employees shall be required to attend a minimum of 75% of drills (training meetings) per month. Such drills shall be held as established by the Training Officer, and approved by the Fire Chief or his designee. Absence due to illness, vacation, holiday leave, or family emergencies may be excused. Credit for non-attended drills may be given at the Training Officer's discretion for equivalent activities, such as drills of other departments, independent study, etc.

## ARTICLE 4 SICK LEAVE

- 4.1 Sick Leave Allowance. Commencing with the first day of employment, employees shall be advanced an allowance of 144 hours of sick leave with pay. Sick leave shall be charged at the rate of twenty-four hours per whole shift absent or on an hour-for-hour basis. Employees who fail to complete their first six months shall be required to repay any sick leave used. Such repayment shall be deducted from the employee's final pay.
- 4.1.1 Commencing with the seventh month of continuous employment, each employee shall receive a sick leave with pay at the allowance of one working day (twenty-four hours) for each full calendar month of the employee's continued employment. Unused sick leave in any calendar year shall be accumulated for succeeding years to a maximum of sixty working days (1440 hours).
- 4.1.2 Sick Leave Benefit Upon Separation. An employee who separates from the City by death, retirement, or resignation after at least ten (10) years of continuous service is eligible for a payment of twenty-five (25) percent of the employee's accumulated sick leave, which may not exceed a maximum payment of three hundred sixty (360) hours.
- 4.2 Sick Leave Use. Employee shall be entitled to sick leave benefits when said employee is unable or unfit to report to work as a result of injury or illness, or when through exposure to contagious diseases the presence of the affected employee would jeopardize the health of others.
- 4.2.1 Sick Leave Reporting. Every employee must report to his immediate supervisor the reason for the absence as far in advance of the starting of his scheduled work day as possible, but in no event shall this report be later than the first day of absence.
- 4.2.2 An employee must keep his immediate supervisor informed of his condition if the absence is of more than one (1) working day in duration and of his anticipated return. For each absence, an employee must submit upon the approved form an explanation of the reason for such absence. A statement by the attending physician may be required by the employer if the absence extends beyond three (3) working days, or may be required for each absence, if requested by the immediate supervisor.
- 4.2.3 Any failure to comply with these requirements shall be grounds for denial of sick leave with pay for the period of absence. Misrepresentation of any material facts in connection with paid sick leave shall constitute grounds for suspension or discharge.
- 4.3 Family and Medical Leave. The provisions of Chapter 11 of the Personnel Policy Manual shall apply.
- 4.4 Bereavement Leave. Upon the approval of the Fire Chief or his designee, a regular full-time employee shall be allowed up to five (5) calendar days of emergency leave for death in the immediate family. Immediate family for this purpose shall include only persons related by blood or marriage or adoption in the degree of consanguinity of grandparent, parent, wife, husband, brother, sister, child, stepchild, or grandchild of the employee, and any relative living in the employee's household. Calendar days shall be consecutive without regard for weekends, regular days off, or holidays. Such emergency leave shall not be charged to sick leave, provided however, that if the employee takes in excess of five (5) days for such leave in any one (1) year, the excess shall be charged first to the employee's accrued sick leave, and if none, then to the employee's accrued vacation time.

- 4.5 Illness During Vacation. Employees who are off-duty on paid vacation leave and become ill, or disabled, may charge such absence to sick leave by sending prompt notice on the first day of illness or disability to the immediate supervisor. A doctor's certificate verifying such illness or disability may be required by the employer. The vacation time during which the employee is ill or disabled will then be deferred.

**ARTICLE 5  
VACATION AND HOLIDAYS**

- 5.1 Vacation Leave. Vacation leave shall be provided to regular full-time employees and used in accordance with the Personnel Policy Manual; however, it shall be earned as follows, with a day or working day equal to a 24 hour shift:
- a. First three (3) years (1-36 months) of continuous service: 24 hours per month
  - b. Through fifth (5<sup>th</sup>) year (37-60 months) of continuous service: 30 hours per month
  - c. Through ninth (9<sup>th</sup>) year (61-108) of continuous service: 36 hours per month
  - d. Through fifteenth (15<sup>th</sup>) year (109-180 month) of continuous service: 40 hours per month
  - e. After completion of fifteenth (15<sup>th</sup>) year and beyond (181+ months) of continuous service: 50 hours per month

5.1.1 Use of Vacation:

Scheduling - The dates and length of time an employee uses accumulated vacation leave requires prior approval by the employee's immediate supervisor. Employee's are expected to plan as far in advance as is practical their request for and use of vacation time and communicate those requests to their supervisor. The supervisor takes into account the wishes of the employee as well as the needs of the City.

Maximum Hours - Vacation leave may be used as accumulated. Vacation leave is however, not available for use until earned and posted to the employee's accrued vacation leave following the end of the current pay period. As of December 31 of each year, no employee will be permitted to have an accumulated amount of accrued vacation leave in excess of seven hundred twenty (720) hours. Any accrued vacation leave in excess of 720 hours will be forfeited on an annual basis.

- 5.1.2 Vacation Cash-Out and Required Vacation. An employee may, once each calendar year, request and receive payment in exchange for accrued vacation leave. The maximum number of vacation hours that may be exchanged is one hundred twenty (120) hours. An employee who requests a cash payment for up to one hundred twenty (120) hours of vacation leave does not need to provide justification. However, the employee is required to take the equivalent of at least one hundred twenty (120) hours vacation/rest time each calendar year. In addition, the utilization of this benefit may not draw down the employee's vacation below one hundred twenty (120) hours. Employees requesting a vacation cash-out must complete a Personnel Status Change Report (PM7) and be approved by the City Manager.

5.2 Holidays. The following holidays shall be recognized and observed:

- a. The first day of January, commonly called New Years Day
- b. The third Monday in January, being celebrated as the birthday of Dr. Martin Luther King, Jr.
- c. The third Monday in February, being celebrated as the anniversary of the birth of George Washington; also to be known as President's Day
- d. The last Monday of May, commonly known as Memorial Day
- e. The fourth day of July, being the anniversary of the Declaration of Independence
- f. The first Monday in September, known as Labor Day
- g. The eleventh day of November, known as Veterans Day
- h. The fourth Thursday in November, known as Thanksgiving Day

- i. The day after Thanksgiving
- j. Christmas Eve Day
- k. The twenty-fifth day of December, commonly called Christmas Day
- l. Floating holiday

5.2.1 Leave Time For Holidays. Employees shall receive twenty-four (24) hours leave time for each designated holiday. Such time shall accrue on the date of the holiday and be scheduled to be taken at a time of the employee's choosing, with the approval of the immediate supervisor. If not used during the year earned, the employee shall schedule holiday time to be used within one year, with approval of the immediate supervisor, or scheduled by the immediate supervisor if the employee has not requested it. Holiday leave must be used within one year of being earned or cashed out.

**ARTICLE 6  
UNIFORMS AND EQUIPMENT**

- 6.1 The City shall provide serviceable uniforms and standard issue equipment specified in the "Departmental Operations Manual" promptly to new employees and on an exchange/replacement basis to regular employees. All uniform and equipment items shall be subject to prior approval of the Fire Chief, and purchases must be made in accordance with departmental and City purchasing procedures. The City shall provide uniform cleaning and/or maintenance, as required to maintain clean and serviceable uniforms.
- 6.1.1 **Boot Supply and Replacement.** The City shall provide each employee with one (1) pair of boots or shoes annually with replacement as needed and approved by the Fire Chief or his designee.

**ARTICLE 7  
HEALTH AND WELFARE**

- 7.1 Full-Time Employees. The Employer shall pay the premiums for group medical, dental, vision, and life insurance for each full-time employee of the bargaining unit.
- 7.2 Dependents. The Employer and each full-time employee shall jointly pay the premiums for group medical, dental, and vision insurance for dependents of full-time employees of the bargaining unit. The employee portion of the premiums for dependent(s) insurance premiums shall be as set forth in the following schedule:

	Effective 1/1/09
Spouse	\$ 57.95
Spouse & Child	\$ 87.57
Spouse & 2 or + Children	\$ 108.75
Child	\$ 29.18
2 or + Children	\$ 56.07

Should any or all of the Health and Welfare plans in effect on January 1, 2009, increase during or after the calendar year 2009, the Employer shall continue to pay an amount equal to one hundred percent (100%) of the AWC, Plan "A" Single Only coverage, the AWC Dental Plan B and AWC Vision Plan combined. The cost for premiums in excess of these AWC premium rates will be shared, with ninety percent (90%) to be paid by the Employer and ten percent (10%) by the Employee.

Calculation Example:

AWC Medical	Plan A	Single Only	\$ 393.40
AWC Dental	Plan B		\$ 39.40
AWC Vision			\$ 23.69
<b>TOTAL</b>			<b>\$ 456.49</b>
AWC Medical	Plan A	Single Only	\$ 393.40
AWC Dental	Plan F		\$ 46.50
AWC Vision	No Option		\$ 21.61
<b>TOTAL</b>			<b>\$ 461.51</b>

$$\$461.51 - \$456.49 = \$5.02 \times 10\% = \$0.50 \text{ Employee Cost}$$

(Employer will pick up any cost under \$1.00)

- 7.3 Insurance Carrier. The employer shall continue to provide the current medical trust plan offered by the Association of Washington Cities (AWC), in effect on the execution date of this agreement. Effective 01-01-2011 employees will move from the existing AWC plan to the new AWC plan PPO.
- 7.3.1 Dental Plan. AWC dental plan "F" shall be used.
- 7.4 Examination. The employer shall pay the cost of physical examinations that are required by the employer provided, the employer reserves the right to determine the extent of the physical examination, and set the terms and conditions and time thereof.

**ARTICLE 8  
LAYOFF AND REHIRE**

- 8.1 Layoff and Rehire. "In case of layoff", the employee in the affected classification (i.e. Firefighter or Captain) having the least seniority shall be laid off or demoted first, in accordance with the following:
- 8.1.1 If the classification subject to layoff is Captain, the Captain(s) with the least seniority shall be demoted to Firefighter and then the least senior Firefighter shall be laid off, and
  - 8.1.2 If the classification subject to layoff is Firefighter, the Firefighter(s) with the least seniority will be laid off first."

Employees laid off shall have their names placed on the eligibility list in accordance with Civil Service Rules and Regulations. The last Employee laid off shall be the first Employee rehired. No new employee shall be hired until the laid off Employee(s) has (have) been given the opportunity to return to work within a two (2) year period.

**ARTICLE 9  
UNION ACTIVITY**

- 9.1 Bulletin Board. The Employer agrees to provide suitable space to be used as a Union bulletin board of not more than six (6) square feet (3'x2'). No material shall be posted except notices of meetings and elections, results of elections, changes in Union by-laws, notices of employee social occasions and similar Union business. Posting shall be limited to the official bulletin board.
- 9.2 Union Business. Members of the Union, not exceeding two (2) in number, shall be granted leave from duty without any loss of pay for any meetings between the City and the Union to negotiate wages, hours and working conditions, and for the purpose of handling a grievance or dispute or other related business, when such meeting(s) takes place at a time which any such members are scheduled to be on duty. Such meetings shall be scheduled as practicable to avoid any scheduling conflicts.
- 9.3 Union Shift Trades. The Union and the Employer will cooperate in the rearrangements of work schedule/Shift Trades to allow attendance at Union conferences, seminars, and conventions as in article 3.6.

**ARTICLE 10**  
**UNION-EMPLOYER RELATIONS**

- 10.1 Shop Steward. The Union shall appoint a Steward who shall be responsible for the enforcement of this contract within the Union.
- 10.2 Labor-Management Committee. The Employer and Union shall implement a labor-management committee whereby matters of general concern of either party can be discussed in an open atmosphere.
- 10.3 Performance of Duty. The employer and Union shall work together to insure that uninterrupted emergency and safety services shall be afforded the citizens of Toppenish. The employees shall not condone or participate in any work stoppage, disruption of any nature, speed up, slow down, strike or any other action that would result in an adverse effect upon the normal operation of the City of Toppenish.
- 10.4 Mutual Rights. The employer retains the right to operate and manage its affairs in all respects, subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this agreement or as these rights relate to negotiable items. The employer has the right to establish reasonable work rules for Firefighters, provided that such rules are not in conflict with this agreement.
- 10.5 Discipline and Discharge. Employees shall be disciplined only for cause. Such discipline shall be in private and the City agrees to follow, where appropriate, a practice of progressive discipline which may begin with verbal warning, progress to written reprimand, then to suspension without pay, demotion, or discharge.
- 10.5.1 Definition. Formal discipline is defined as that in which a written record of the action is placed in the employee's personnel file.
- 10.5.2 Notice, Representation. In any proposed formal disciplinary action, the employee shall be entitled to have present the Union's business representative and/or another representative of the employee's choosing. He will be given three (3) calendar day's notice as time to prepare and be informed in advance as to the nature of the matter.
- 10.5.3 Administered. Formal discipline shall be administered only following an informal hearing to determine all of the facts and permit oral and written rebuttal by the involved employee. Derogatory statements or complaints will promptly be shown to the employee and he shall have an opportunity to attach his statements before the items are placed in his personnel file.
- 10.5.4 Appeal to Grievance Process. Discipline involving a written reprimand, suspension, demotion or discharge shall be subject to appeal set forth in the grievance process provided in this agreement.

**ARTICLE 11  
SETTLEMENT OF LABOR DISPUTES**

- 11.1 Preamble. The parties recognize that the most effective accomplishment of the work of the employer requires prompt consideration and equitable adjustments of employee grievances. It is the desire of the parties to adjust grievance informally whenever possible, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there may be grievance which can be resolved only after a formal review. Accordingly, the following procedure is hereby established in order that grievance of employees covered by this agreement may be resolved as fairly and expeditiously as possible.
- 11.2 Grievance Defined. A grievance is hereby defined as a question or challenge raised by an employee or the Union as to the correct interpretation or application of this agreement by the employer.
- 11.3 Grievance Process – Supervisor. The employee or Union shall verbally submit a grievance to the supervisor, who is designated for this purpose by the employer, within seven (7) calendar days of the date that the grievance occurred. The supervisor shall make careful inquiries into the facts and circumstances of the grievance as presented to him and the supervisor shall make every effort to resolve the grievance promptly and fairly within seven (7) days from the date of submission by the employee or Union.
- 11.3.1 Fire Chief. If the grievance is not resolved with the decision of the employee's supervisor, and if the employee or Union elects to proceed with the grievance, the employee or Union representative shall present the grievance in writing to the Fire Chief within seven (7) calendar days of the date the supervisor tenders his decision. The grievance shall include applicable section or sections of the contract in violation and the proposed remedy. The Fire Chief and the employee or Union representative shall make every effort to resolve the grievance promptly and fairly within seven (7) calendar days of the date the grievance is submitted to the Fire Chief.
- 11.3.2 City Manager. If the grievance is not resolved with the decision of the Fire Chief, and if the employee or Union elects to proceed with the grievance, the employee or Union shall present the grievance in writing to the City Manager, including the violation and remedy specified in Section 11.3.1. The employee, Union, and the City Manager shall attempt to resolve the grievance within fourteen (14) calendar days of the date the Fire Chief tenders his decision.
- 11.3.3 Mediation. If the Union and City Manager cannot resolve the grievance, either party may request mediation services of the Public Employment Relations Commission with fourteen (14) calendar days after completion of 11.3.2.
- 11.3.4 Arbitration. If the employee or Union and the City Manager cannot resolve the grievance with the assistance of the mediation services of the Public Employment Relations Commission within twenty-one (21) calendar days from the starting date of mediation, either the Union or the City Manager may request the Public Employment Relations Commission to submit a list of seven (7) disinterested persons who are qualified and willing to act as an impartial arbitrator. From that list, within seven (7) calendar days after its receipt, the party submitting the grievance to arbitration shall strike the first name, then each party shall alternately strike one of the names submitted until only one (1) name remains. The person whose name remains shall be selected as the sole arbitrator. By mutual agreement, the parties may elect to be bound by the "Expedited Labor Arbitration Rules" of the American Arbitration Association.

- 11.4 Arbitrator Duties. The arbitrator shall commence hearings on the grievance within a reasonable period of time after his selection, and shall render his award in writing within a reasonable period of time.
- 11.4.1 Award, Arbitrator Powers. The award of the arbitrator shall be rendered in writing, together with his written findings and conclusions, and shall be final and binding upon the parties to this agreement and upon the complaining employee or employees, if any. The arbitrator is not vested with the power to change this agreement in any of its parts, only to interpret and apply the provisions of the agreement and to resolve the issue of the grievance.
- 11.4.2 Fee and Expenses. The arbitrator's fees and expenses, the cost of any hearing room, shall be borne equally by the Employer and the Union. All other costs and expenses shall be borne by the parties incurring them.
- 11.5 Time Limits. Any time limits herein specified may be extended by mutual agreement.

**ARTICLE 12**  
**PARAGRAPH HEADINGS**

- 12.1 Paragraph Headings. Paragraph headings are used solely for convenience, and are to be disregarded in the interpretation of this agreement, or any part of it.

**ARTICLE 13**  
**SAVINGS CLAUSE**

- 13.1 Savings Clause. If any provision of this agreement or the application of any provision thereof should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.
- 13.2 Meeting. If any provision of this Agreement is affected as outlined in 13.1, the parties shall meet no later than fourteen (14) calendar days from the date of determination that the contract has been affected, to determine the extent of impact and to set dates to begin negotiations if it is determined a new agreement on the issue is necessary.

**ARTICLE 14**  
**TERM**

14.1 Effective Dates. This agreement shall be effective from and after the 1<sup>st</sup> day of January, 2009, and shall remain in effect through the 31<sup>st</sup> day of December, 2011.

2009 – 2011  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
CITY OF TOPPENISH  
AND  
LOCAL 2328 OF INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

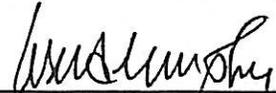
LOCAL 2328, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS:

CITY OF TOPPENISH:

Signed this 16 day of JUNE, 2009

Signed this 16 day of JUNE, 2009

  
\_\_\_\_\_  
Dale Northrup, President

  
\_\_\_\_\_  
William C. Murphy, City Manager

ATTEST:

ATTEST:

  
\_\_\_\_\_  
Pat Perrault, Secretary

  
\_\_\_\_\_  
Linda Mead, Finance Director/City Clerk

**APPENDIX A**

**2009 – 2011 WAGE RATES**

Classification	01/01/2009 (2 %)	07/01/2009 (2 %)	01/01/2010 (2 %)	07/01/2010 (2 %)	01/01/2011 (2 – 4 %)
<b><u>Firefighter</u></b>					
Probationary (80%)	\$ 3,470	\$ 3,539	\$ 3,610	\$ 3,682	_____
Step A 1 year (85%)	\$ 3,687	\$ 3,760	\$ 3,835	\$ 3,912	_____
Step B 1 year (90%)	\$ 3,903	\$ 3,982	\$ 4,061	\$ 4,142	_____
Step C Senior (100%)	\$ 4,337	\$ 4,424	\$ 4,512	\$ 4,602	_____
<b><u>Fire Captain</u></b>					
Step C Entry (110%)	\$ 4,771	\$ 4,866	\$ 4,963	\$ 5,062	_____
Step D 1 year (115%)	\$ 4,988	\$ 5,088	\$ 5,189	\$ 5,292	_____

Effective January 1, 2009, the monthly base wage rates shall be increased by an amount equal to 2% as listed above.

Effective July 1, 2009, the monthly base wage rates shall be increased by an amount equal to 2% as listed above.

Effective January 1, 2010, the monthly base wage rates shall be increased by an amount equal to 2% as listed above.

Effective July 1, 2010, the monthly base wage rates shall be increased by an amount equal to 2% as listed above.

Effective January 1, 2011, the monthly base wage rates listed above shall be increased by an amount equal to 100% of the percentage of increase in the CPI-W, all U.S. Cities, through the month of September 2010, minimum 2%, maximum 4% increase, subject to the "Red Ink" reopener listed below.

**"Red Ink" Reopener.** For the contract year 2011, the City of Toppenish retains the exclusive right to implement a "red ink" reopener in the event of a worsening financial condition caused by a negative economy. Such a reopener, if utilized, will remove the city's obligation to implement the formula wage increase shown above for calendar year 2011. Instead, the parties shall bargain regarding wages for the 2011 calendar year.

## APPENDIX B

### SENIOR FIREFIGHTER DEVELOPMENT PROGRAM

#### ENTRY LEVEL FIREFIGHTER

##### **Probationary Firefighter: First Year Requirements**

Completion of the assigned Probationary Firefighter Task Book

Complete probationary year (twelve months employment)

Successful completion required within the first (probationary) year: Advance to Step A

##### **Step A Firefighter: Second Year Requirement**

Completion of NFPA/IFSAAC Firefighter 1

Successful completion required for advancement to Step B Firefighter

##### **Step B Firefighter: Third Year Requirement**

Completion of NFPA/IFSAAC Firefighter 2

Successful completion required for advancement to Step C Senior Firefighter

##### **Step C Firefighter: Senior Firefighter**

#### LATERAL ENTRY FIREFIGHTER

##### **Step A Firefighter: First Year Requirements**

Completion of the assigned Probationary Firefighter Task Book

Complete probationary year (twelve months employment)

Completion of NFPA/IFSAAC Firefighter 1

Successful completion required within the first (probationary) year: Advance to Step B

##### **Step B Firefighter: Second Year Requirement**

Completion of NFPA/IFSAAC Firefighter 2

Successful completion required for advancement to Step C Senior Firefighter

##### **Step C Firefighter: Senior Firefighter**

Note: The above is based upon the training being available to the employee throughout the above listed timeline.

Any qualified lateral firefighter who has been employed by another fire department for four years or longer will enter the Toppenish Fire Department as a Step A Firefighter. The first year of employment will be considered the probationary year during which the firefighter will be evaluated. At the end of the probationary year, the firefighter will advance to Step B Firefighter pending successful completion of Step A requirements.

Any qualified lateral firefighter who has been employed by another fire department for less than four years will enter the Toppenish Fire Department as an Entry Level Firefighter.