



**TOPPENISH CITY COUNCIL**  
**STUDY SESSION AGENDA**  
**APRIL 3, 2023 – 5:00 P.M.**

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1. Call To Order/Roll Call
2. Approve Agenda
3. Public Comment

The City Council welcomes public attendance at Council meetings. This meeting is for the conduct of regular City business. At this time, citizen comments and inquiries about agenda business or general City matters are encouraged. If you wish to address the City Council, please stand or raise a hand so you can be called upon. After you are recognized, please come forward to the lectern, state your name, and address for the public record. Your remarks must be limited to three minutes or less. Please use the microphone.

4. AB 23-022: [Proposed] Resolution 2023-15, Approve the Collective Bargaining Agreement between the City of Toppenish, and Local 2328 of the International Association of Firefighters
5. Water Meter Replacement Update with Presentation from Mueller
6. AB 23-023: [Proposed] Resolution 2023-16, Approve Suspension of April Late Fees
7. Activities Program Coordinator Update
8. Adjournment

Next Regular Council Meeting will be on April 10, 2023



**CITY OF TOPPENISH  
REQUEST FOR COUNCIL ACTION  
Agenda Bill No.: 23-022**

**Agenda Item  
4**

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**Meeting Date:** April 3, 2023

**Subject:** Approve the Collective Bargaining Agreement for Fire Personnel

**Attachments:** 1) Resolution 2023-15; and 2) Local 2328 of the International Association of Firefighters Collective Bargaining Agreement

**Presented by:** Debbie Zabell, Finance Director

**Approved For Agenda By:** Debbie Zabell, City Manager

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**Discussion:**

The Local 2328 of the International Association of Firefighters has ratified its Collective Bargaining Agreement. Some of the highlights in the Agreements include:

**IAFF Collective Bargaining Agreement provides for:**

- Three-year agreement: January 1, 2023, to December 31, 2025
- Cost of Living Allowance: January 1, 2023: 7% - January 1, 2024: 5% - January 1, 2025: 4%
- Deferred Comp Match
- Establishes bilingual pay
- Employer contribution to Washington State Council of Fire Fighters Post-Retirement Medical Trust

Members of the Negotiation Team warrant commendation for collaborative negotiations. Staff is pleased to recommend to City Council the adoption of this Agreement with Fire personnel. A copy the Agreement has been included for your review.

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**Fiscal Impact:** The increase to salaries and wages has been included in the proposed 2023 Budget.

**Recommendation:** Motion to approve Resolution 2023-15 to authorize the City Manager to sign the Local 2328 of the International Association of Firefighters Collective Bargaining Agreement for the period from January 1, 2023 through December 31, 2025.

**Alternatives:** 1) Do not approve. 2) Forward to Study Session for further review.

RESOLUTION 2023-15

**A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE CITY OF TOPPENISH AND LOCAL 2328 OF THE  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS FOR THE PERIOD  
JANUARY 1, 2023, THROUGH DECEMBER 31, 2025**

WHEREAS Local 2328 of the International Association of Firefighters is the exclusive bargaining representative for certain employees of the Fire Department of the City of Toppenish, and

WHEREAS the City of Toppenish has entered into negotiations with Local 2328 of the International Association of Firefighters for a labor contract with employees in that bargaining unit, and

WHEREAS an agreement has been reached with Local 2328 of the International Association of Firefighters on behalf of the employees represented thereby, which agreement has been reduced to writing, and has been reviewed and found acceptable by the City Council,

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

The Collective Bargaining Agreement by and between the City of Toppenish and Local 2328 of the International Association of Firefighters pertaining to represented employees of the Fire Department, for the period January 1, 2023 through December 31, 2025, is hereby approved and the City Manager is authorized and directed to sign said agreement on behalf of the City.

This resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the City Council at its meeting held April 3, 2023.

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ELPIDIA SAAVEDRA, Mayor

ATTEST:

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HEIDI RIOJAS, CMC, City Clerk

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF TOPPENISH

AND

LOCAL 2328 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

January 1, 2023 through December 31, 2025

**COLLECTIVE BARGAINING AGREEMENT  
CITY OF TOPPENISH & I.A.F.F. LOCAL 2328  
January 1, 2023 – December 31, 2025**

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**2023-2025  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
CITY OF TOPPENISH  
AND  
LOCAL 2328 OF INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**PREAMBLE**

It is the purpose of this agreement entered into by and between The City of Toppenish, hereinafter referred to as Employer or City 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 MEMBERSHIP**

- 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 Membership and Dues. Employees have a voluntary right to join the Union. Upon the written authorization of any employee within the bargaining unit and during the terms of this agreement, the Employer shall deduct from the pay of such employee the monthly amount of dues and assessments as certified by the secretary of the Union and shall transmit the same to the treasurer of the Union. The written authorization form signed by employees shall be furnished by the Union, shall indicate that the employee voluntarily agrees to join the Union and pay monthly dues, and with a copy provided to the Employer to keep on file. 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. An employee may revoke authorization for payroll deductions of Union dues or assessments, provided the employee first provides written notice to both the Union and the Employer. Every effort will be made to end monthly deductions effective the first payroll, but no later than the second payroll, after the employee provides written notice.
- 1.3 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.
- 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 and, longevity, as per F.L.S.A.
- Example: Twelve months x monthly salary + longevity = 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. In order to allow for accommodation of training schedules, all compensatory time, in excess of forty-eight (48) hours, not used by December 31 of each calendar year shall be cashed out and paid in the first pay period of the year. Schedules may be adjusted for non-mandatory training based on mutual agreement between the Fire Chief and Employee to accommodate the training schedule and cover normally scheduled hours worked and training/travel time. If mutual agreement cannot be reached, the Fire Chief may decline to allow the non-mandatory training. Employees may utilize compensatory time, vacation time, or holiday time to make up any unworked scheduled hours during training periods.
- 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. Employees who are absent during regular scheduled drills may not be compensated for drills made up at a different stations or locations unless preapproved by the Fire Chief or his designee.
- 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. Designated holidays are specified in Article 5.2.
- 2.1.6 Employees Required to Work on Holidays. Any covered employee normally eligible for holiday benefits, who is assigned to work during the actual holiday, *i.e.* 12:00 a.m. through 11:59 p.m., as designated 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.

Five (5) years and one (1) day	One and One Half Percent (1.5%)
Ten (10) years and one (1) day	Three Percent (3%)
Fifteen (15) years and one (1) day	Four and One Half Percent (4.5%)

2.3 C.P.R. Instructor Incentive Pay. Any employee who teaches a C.P.R. class shall do so on time not regularly scheduled on shift and shall be paid overtime, in accordance with Article 2, for all hours teaching the class c

2.3.3. CPR Class Instructor Requirement. Classes with over (5) students shall have a minimum of two (2) instructors per Health and Safety Institute protocols. Classes will be taught during normal business hours (08:00-17:00 hours).

2.4 Compensation at Retirement, Resignation, Dismissal, or Layoff. An employee who resigns, retires, 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's estate shall be made in accordance with R.C.W. Chapter 11.

2.5 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.

2.6 Education Pay. Employees who meet the educational requirements specified shall, upon written proof, receive educational incentive pay, in approved fields of job-related studies specifically approved by the Chief, as follows:

AA/AS: 2%  
BA/BS: 4%

2.7 Bilingual Pay. Employees certified by the City as an Interpreter shall receive two and one-half percent (2.5%) for Spanish language, and \$50 per month for any other language or interpreter skill as approved by the Chief, according to the terms and conditions of a Bilingual Pay Program established by the City.

**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 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 Time.
- 3.3.1 Each employee shall accrue twelve (12) hours of Kelly Time each twenty-seven (27) day work cycle. Kelly Time off requests will be approved by the Fire Chief or designee. If the Kelly time isn't taken, those hours shall be paid as overtime and in accordance with Article 2 of this contract.
- 3.3.2 This Article has been created to reduce the number of hours worked by each employee from 224 hours in a twenty-seven (27) day work cycle to 212 hours in a twenty-seven (27) day work cycle to meet the Fair Labor Standards Act requirements.
- 3.4 Hour Calculation. With the exception of call-back time minimum below in Article 3.5, and with exceptions for early reporting pay listed in Article 3.5.1 and hold-over pay listed in Article 3.5.2, 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. Employees who report to work and are assigned to begin work prior to the start of their shift, and continues into their work shift shall receive overtime as follows: such periods of work of less than thirty (30) minutes shall be computed and paid in increments of fifteen (15) minutes between the hours of 6:30 a.m. and 7:00 a.m. Longer periods (*i.e.*, more than 30 minutes) are paid in accordance with Article 3.4.
- 3.5.2 Hold-Over. Any employee who is notified before their work shift ends that they will be held over for any reason shall receive a minimum of one (1) hour of overtime, with any additional time beyond one (1) hour paid in increments of thirty (30) minutes until relieved of duty. Any employee held over past 7:00 a.m. because of an emergency call shall receive a minimum of one (1) hour of overtime, with any additional time beyond one (1) hour paid in increments of thirty (30) minutes if the emergency call lasts longer than one (1) hour. -
- 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 year. Absence due to illness, vacation, holiday leave, or family emergencies may be excused. Credit for non-attended drills may be given at the Fire Chief's or designee's discretion for equivalent activities, such as drills of other departments, independent study, training on shift with a partner, 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, DRS-eligible retirement, or resignation after at least ten (10) years of continuous service shall be paid twenty-five (25) percent of the employee's accumulated sick, 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 workday 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. 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. In the event of the death of a regular full-time employee's immediate or extended family member, time off with pay for the employee's regular scheduled workday will be granted in accordance with the terms below. The phrase "immediate family" for the purposes of bereavement leave includes the employee's spouse or registered domestic partner and

the children, parents, brothers, sisters, grandparents, and grandchildren, and equivalent step relatives of the employee, spouse, or registered domestic partner. "Extended family" for the purposes of bereavement leave includes aunts, uncles, nieces, nephews, or cousins of the employee, spouse, or registered domestic partner.

For immediate family members, 72 work hours off with pay, per occurrence, will be approved to attend the funeral or memorial service.

For extended family members, 24 work hours off with pay, per occurrence, will be approved to attend the funeral or memorial service.

An additional 48 work hours off with pay will be approved for travel from the employee's home to the funeral or memorial service if the travel exceeds one hundred-fifty (150) miles each way.

Nothing in this section precludes an employee from utilizing approved vacation time in conjunction with bereavement leave, to be approved by the Fire Chief.

Employees may make written request to the City Manager for an exception to deviate from the guidelines stated above. The written request will describe, in detail, the reasons for the exception.

- 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.
- 4.6 Paid Family and Medical Leave. Beginning January 1, 2019, with benefits effective January 1, 2020 and onward, eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits is established by Washington law and therefore independent of this Agreement. Effective January 1, 2020 and all months following, benefits for this program are funded by both Employer and employee payroll contributions, with employees paying the full portion of employee premiums authorized by RCW 50A.04.115. As permitted by Washington law, the Employer may elect to self-insure, provided benefits are identical or better than those provided by the State

**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:

All full-time employees shall use the following schedule.

- a. First three years (1-36 months) of continuous service: 12 hours per month
- b. Through fifth (5th) year (37-60 months) of continuous service: 16 hours per month
- c. Through ninth (9th) year (61-108) of continuous service: 20 hours per month
- d. Through fifteenth (15th) year (109-180 month) of continuous service: 24 hours per month
- e. After completion of fifteenth (15th) year and beyond (181+ months) of continuous service: 30 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. Employees 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.

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 four hundred thirty-two (432) hours. Any accrued vacation leave in excess of 432 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 Seventy-Two (72) hours. An employee who requests a cash payment for up to Seventy-Two (72) hours of vacation leave does not need to provide justification. However, the employee is required to take the equivalent of at least Seventy-Two (72) hours vacation/rest time each calendar year. In addition, the utilization of this benefit may not draw down the employee's vacation below Seventy-Two (72) 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 for purposes of the overtime payments provided in Articles 2.1.5 and 2.1.6.:

<u>Holiday:</u>	<u>When Recognized:</u>
New Year's Day	January 1
Martin Luther King, Jr., Day	3 <sup>rd</sup> Monday in January
Presidents' Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Veterans' Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving Day	4 <sup>th</sup> Friday in November
Christmas Eve	December 24
Christmas	December 25
Floating Holiday	As approved

5.2.2. Leave Time for Holidays. One-hundred and ninety-two (192) hours of holiday leave shall be provided to each employee and will be granted and be scheduled to be taken at a time of the employee's choosing, with the approval of the immediate supervisor no later than December 31st of each year. If not used during the year earned the employee shall forfeit the hours. Employees entering or leaving employment during a calendar year will have their holiday time prorated at a rate of sixteen (16) hours per month. Those leaving City employment for any reason shall have the appropriate payment or deduction reflected in their final paycheck. See Topenish Personnel Policy 3.09 for use of the Floating Holiday.



**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 or his designee, 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 and Dependents. The City agrees to pay 100% of employee medical insurance premiums and 90% of eligible spouse and dependent medical insurance premiums. Additionally, the city will continue to pay 100% of dental and vision insurance for employee and eligible dependents, and 100% of the life insurance for employees.
- 7.2 Insurance Carrier. The Employer will provide the Association of Washington Cities (AWC) Healthfirst-250 Plan upon ratification of contract and the following dental and vision plans.
- 7.2.1 Dental Plan. AWC dental plan "B" shall be used.
- 7.2.2 Vision Plan. AWC Vision \$0 deductible with 2nd pair
- 7.3 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.
- 7.4 ACA Cadillac Tax Disclaimer. The parties agree neither the Employer nor employees shall be obligated to pay any portion of the Cadillac Tax. If the Employer determines any portion of the health benefits package, including the HRA VEBA, offered to employees will trigger Cadillac Tax liability, the Employer will provide maximum possible notice to the Union, in any event no less than thirty (30) calendar days, **for the parties to engage in reopener bargaining to bargain the effects of the Cadillac Tax.** The parties agree to promptly meet to bargain adjustments to health insurance benefits and/or wages to avoid Cadillac Tax liability. Should bargaining not be completed when the Cadillac Tax takes effect, the City is authorized to make the minimum changes necessary to health insurance benefits to avoid Cadillac Tax liability, although the *status quo* for purposes of continued bargaining or interest arbitration shall be the health benefits as they existed before the Employer implemented changes.
- 7.5 Post-Retirement Medical Trust. The Employer agrees to contribute \$75.00 per month per bargaining unit member to the Washington State Council of Fire Fighters Post-Retirement Medical Trust (Trust Fund).

The Union and the Employees agree to hold the Employer harmless and indemnify the Employer from any and all liability, claims, demands, lawsuits, and/or losses, arising from and in anyway related to the implementation and administration of the Trust Fund. The Union and Employees shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the Trust Fund. Under no circumstances whatsoever will the Employer be liable for direct pay of any Trust Fund benefit to the Employees and/or retired Employees and/or their beneficiaries.

The \$75 per month Employer contribution shall be considered as part of base pay for the purpose of comparability.

**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.
- 9.4 Union New-Hire Orientation. The Employer will notify the Union of all employees newly-hired into the bargaining unit. The Union shall be provided one (1) hour for the Union President or other Union representative to meet with the new hire, offer and complete Union paperwork, and share information regarding the bargaining unit and Union membership ("Union orientation"). Union orientation shall normally occur during the Employer's regular new-hire onboarding process, but in no instance any later than ninety (90) calendar days. Attendance at Union orientation is not a condition of employment.

**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 ensure 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 days' 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 1st day of January 2023, and shall remain in effect through the 31st day of December, 2025.

**Article 15**  
**Fire Department Emergency Response Requirements**

All regular full-time firefighters shall reside within Thirty-Five (35) minutes driving time to the city limits of the City of Toppenish. The purpose of this is to provide a reasonable emergency response time when called in for off-duty emergency calls.

- All regular full time Firefighters shall reside within the Thirty-five (35) minutes driving time before month 25 of employment.
- The City Manager has the right to extend this requirement as needed based on Fire Department needs.

**2023-2025  
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 \_\_\_\_ day of \_\_\_\_\_ 2023

Signed this \_\_\_\_ day of \_\_\_\_\_ 2023

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

\_\_\_\_\_  
Debbie Zabell, City Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
Trevor Oswald, Secretary

\_\_\_\_\_  
Heidi Riojas, City Clerk

**APPENDIX A  
2023-2025 WAGE RATES**

2023 – January 1: seven percent (7%) cost of living increase

2024 – January 1: five percent (5%) cost of living increase

2025 – January 1: four percent (4%) cost of living increase

<b>Firefighters - IAFF: Collection Bargaining Agreement</b>			
<b>Class Title</b>	<b>2023 Monthly Rates (7% COLA)</b>		
Firefighter (Step A 85%' Step B 90% of Step C)	Step A	Step B	Step C
	4,568	5,374	5,971
Fire Captain (Step C 110% of Sr. FF - Step D 115% of Sr. FF) LEOFF pension: Battalion Chief equals Fire Captain Salary	Step C	Step D	
	6,568	6,866	

<b>Firefighters - IAFF: Collection Bargaining Agreement</b>			
<b>Class Title</b>	<b>2024 Monthly Rates (5% COLA)</b>		
Firefighter (Step A 85%' Step B 90% of Step C)	Step A	Step B	Step C
	4,796	5,643	6,270
Fire Captain (Step C 110% of Sr. FF - Step D 115% of Sr. FF) LEOFF pension: Battalion Chief equals Fire Captain Salary	Step C	Step D	
	6,897	7,210	

<b>Firefighters - IAFF: Collection Bargaining Agreement</b>			
<b>Class Title</b>	<b>2025 Monthly Rates (4% COLA)</b>		
Firefighter (Step A 85%' Step B 90% of Step C)	Step A	Step B	Step C
	4,988	5,869	6,521
Fire Captain (Step C 110% of Sr. FF - Step D 115% of Sr. FF) LEOFF pension: Battalion Chief equals Fire Captain Salary	Step C	Step D	
	7,173	7,499	

## **APPENDIX B**

### **Deferred Comp Match**

Beginning the first month following ratification of the agreement and all months following, the Employer shall match contributions made to the City's voluntary deferred compensation program, of up to five percent (5%). The City shall match the applicable percentage of the employee's current base salary. Employees must contribute five percent (5%) to qualify for the entire five percent (5 %) match. The City may establish procedures and forms necessary to efficiently implement and maintain this program.



**CITY OF TOPPENISH  
REQUEST FOR COUNCIL ACTION  
Agenda Bill No.: 23-023**

**Agenda Item  
6**

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**Meeting Date:** April 3, 2023

**Subject:** Suspend Late Fees for April 2023

**Attachments:** 1) Proposed Resolution 2023-16, 2) Letter to Utility Customers

**Presented by:** Debbie Zabell, City Manager

**Approved for Agenda By:** Debbie Zabell, City Manager

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**Discussion:**

The city is nearing the completion of the water meter replacement project. The April utility bill is the first bill utilizing the usage data from the new meters. There were a few challenges uploading the usage data to the city's utility billing software that resulted in a delay in getting the utility bills to the mailing service. Staff is anticipating the utility bill will reach customers on or about April 10, 2023.

The city would normally apply the \$10.00 late fee after 5:00 p.m. on Monday, April 17. Based on this circumstance, and the utility customers receiving their utility bills up to 10 days late, staff is recommending Council waive the \$10.00 late fee.

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**Fiscal Impact:** Approximate revenue loss of \$2,000.00 in the General Fund for the month of April.

**Recommendation:** Adopt Resolution 2023-16 Suspension of Late Fees for April 2023.

**Alternatives:** 1) Do not approve. 2) Forward to Study Session for further review.

RESOLUTION 2023-16

**A RESOLUTION AUTHORIZING THE SUSPENSION  
OF UTILITY LATE FEES  
DURING THE MONTH OF APRIL 2023**

WHEREAS the transition to the new water meter reading system has resulted in a delay in processing the utility bills;

WHEREAS the City identifies that the customers will be receiving the utility bill up to 10 days late; and

WHEREAS the City Council desires to suspend the \$10.00 utility late fee for April 2023,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOPPENISH AS FOLLOWS:

The City Council authorizes the suspension of the \$10.00 utility late fee for customers during the month of April 2023.

This resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its meeting held on April 3, 2023.

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ELPIDIA SAAVEDRA, Mayor

ATTEST:

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HEIDI RIOJAS, CMC, City Clerk



# DRAFT

April 4, 2023

RE: New Water Meter Reading System

Dear Utility Customer:

This letter is to provide you with information about the City's new water meters and water meter reading system.

First, on behalf of the City Council and the all the City Staff, I want to thank you for your patience as the city has made the step toward modernizing its water metering system. While COVID related supply and manpower shortages adversely impacted the project timeline, we are now nearing completion of the project!

The new system replaces a system that suffered a largely system-wide failure over the previous few years, resulting in inaccurate water meter readings, mis-reads, and inaccurate billings. As many of you are aware, because of the unreliability of the old system, account usage has been estimated since November of 2022.

The new system will enhance operational efficiencies and result in accurate readings of water use by account. Each new meter was tested and guaranteed to accurately record water consumption. Accurate meters ensure fairness for all customers by correctly measuring water usage. If you note a significant change in your water usage on your April bill, I encourage you to contact Utility Billing at 509-865-2080, so we may address your concern.

The software interface necessary to convert from the old meter reading system to the new system has delayed the April billing cycle by several days. This could not be avoided. As a result of the billing delay the City Council has waived the \$10.00 late fee for April, provided your April payment has been made by 5:00 p.m. April 24, 2023. Water turn off for non-payment will be April 25, 2023.

Again, thank you for your patience in this matter. With the new system in place, we will all see billing return to normal.

Sincerely,

Debbie Zabell  
City Manager

cc: Toppenish City Council