

**LABOR AGREEMENT BETWEEN  
CITY OF MOSES LAKE**



**AND**

**MOSES LAKE FIREFIGHTERS IAFF LOCAL #1258**



**January 1, 2019 – December 31, 2021**

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## **ARTICLE 1- AGREEMENT**

**1.01** This agreement is between the City of Moses Lake, hereinafter referred to as the "City", and Local #1258, International Association of Fire Fighters, hereinafter referred to as the "Union"

## **ARTICLE 2 - PURPOSE**

- 2.01** Purpose of the City and Union in entering into this agreement is to set forth their complete agreement with regard to wages, hours, and working conditions for the employees in the bargaining unit.

### **ARTICLE 3- BARGAINING UNIT**

**3.01** The City recognizes the Union as the exclusive bargaining agent for all full-time employees of the Fire Department, except the Fire Chief, Deputy Chief, and Assistant Fire Chiefs, and clerical support staff.

## **ARTICLE 4- NON-DISCRIMINATION**

- 4.01** City agrees not to discriminate against any employee for activity in behalf of, or membership in the Union.
- 4.02** Union activity shall not interfere with the operation of the department.
- 4.03** A Union information bulletin board shall be allowed in each station in an area accessible to the membership.
- 4.04** Wherever words denoting the masculine gender are used within this Agreement, they are intended to apply equally to either gender.
- 4.05** Neither the City nor the Union will discriminate against any employee because of race, color, creed, national origin, ancestry, sex, age, marital status, the presence of physical or mental disability or any other status protected by state or federal law.

## **ARTICLE 5- DEDUCTION OF DUES**

**5.01** City will make a deduction for Union dues from the wages of each employee who executes a properly written authorization and such deduction shall be remitted to the Union.

## **ARTICLE 6- MANAGEMENT RIGHTS**

**6.01** Except as otherwise expressly and specifically limited by the terms of this agreement, the City retains all its customary and usual rights, decision-making prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the City.

**6.02** By way of illustration, such rights, decision making prerogatives, functions, and authority of the City shall include the following:

- A. To direct and supervise all operations, functions, and policies of the City for which the members of the bargaining unit are employed.
- B. To relocate, reorganize, or combine work of divisions, or to eliminate the operation of the department for budgetary or other reasons, except when such changes affect the wages, hours, or working conditions of the employees.
- C. To determine the need for and implement a reduction or increase in the work force for budgetary or other reasons.
- D. To implement new, and to revise or eliminate, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards, except when such changes affect the wages, hours, or working conditions of the employees.
- E. To assign and distribute work.
- F. To assign shifts.
- G. To establish the work locations, methods, and processes by which work is to be performed.
- H. To establish reasonable work rules.
- I. To discipline, suspend, demote, or discharge an employee as provided within this agreement



## **ARTICLE 7- PERFORMANCE OF WORK**

- 7.01** Pursuant to RCW 41.56.490, the Union agrees there shall be no strikes, slowdowns, stoppage of work, or any interference with the efficient management of the Fire Department for the duration of this Agreement.
- 7.02** Nothing in this agreement shall prohibit political activities of individual members, or the Union, as prescribed in RCW 41.06.250.

## **ARTICLE 8- RECLASSIFICATIONS**

- 8.01** When a uniformed officer is provisionally appointed (according to Civil Service Rules and Regulations) to fill a vacancy, subject to examination for permanent appointment to the vacancy, the employee shall receive the salary of the classification while performing the work within that classification.
- 8.02** Should it become necessary to establish a new job classification during the contract year, the City shall designate a job title and establish the job description. All wages, hours, and working conditions shall be established through collective bargaining with the Union.
- 8.03** For the purpose of full-time bargaining unit members only, the classification of Firefighter/EMT and Firefighter/Paramedic shall be considered lateral positions. The City, at its exclusive discretion, shall permit for either a Firefighter/EMT(s) or a Firefighter/Paramedic(s), who possess the necessary qualifications, to make a lateral transfer to any vacant Firefighter/EMT and/or Firefighter/Paramedic position(s) prior to requesting the Civil Service Commission to supply a list in which to fill such vacancy. Any such transfer(s) shall not result in a change to the employee(s) anniversary date for means of establishing seniority. The City retains the right to determine the number of employees in each classification in order to accomplish the City's normal operations. Should more than one (1) bargaining unit member declare interest in the same vacant position, consideration shall be granted to the member ranking highest on the seniority list.

## **ARTICLE 9- HEALTH AND WELFARE**

- 9.01** Effective upon contract ratification the City will provide medical, dental, and vision insurance coverage for employees and the qualified dependents through the Association of Washington Cities Health Benefit Trust. The members of the bargaining unit contribution rate will be based on fifteen percent (15%) of the dependent medical premium and fifteen percent (15%) of the dental premium. Federal income tax laws pertaining to medical insurance deductions are applicable.
- 9.02** Effective January 1, 2019 the City shall provide all members of the bargaining unit coverage through ANC Healthfirst 250 Plan. Dental, vision, and EAP coverages shall remain the same.
- 9.03** If agreed to by the Labor/Management Committee that the level of benefits will remain substantially the same, the benefits provided by this article may be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or companies selected by the City.
- 9.04** The City agrees to deduct an amount, certified in writing by the Secretary/Treasurer of the Union, equal to the premium for disability insurance for LEOFF Plan II, from the salary of those LEOFF Plan II members wishing to be covered. This amount shall be deducted once each month and a check for the total deduction remitted to the Secretary/Treasurer of the Union within five (5) working days of the deduction.
- 9.05** Starting in 2017 the City hereby agrees to assist the members of the Union to become enrolled in the Medical Reimbursement Plan (MERP) that is made available by the Washington State Council of Firefighters. All contributions to MERP are to be made by the employees. The Union and the employees agree to hold the City harmless and indemnify the City from any and all liability, claims, demands, lawsuits, and/or losses, damage, or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of the MERP. The Union and employees shall be one hundred percent (100%) liable for any and all liabilities inclusive of any federal, state, or local agency determination regarding any liabilities that arise out of the MERP. 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 MERP. Under no circumstances whatsoever will the City be liable for direct pay of any MERP benefit to the employees and/or retired employees and/or their beneficiaries.

## **ARTICLE 10- FUNERAL LEAVE**

- 10.01** For employees of the bargaining unit, the Fire Chief will, upon request of the employee, grant funeral leave with pay up to, but not to exceed, three (3) twenty-four (24) hour shifts for the following reason: death of spouse, father, mother, foster parents, brother, sister, child, stepmother, stepfather, stepbrother, stepsister, stepchildren, foster children, grandparents, or grandchildren of employee or relatives of the spouse of the employee in the same categories of relationship.
- 10.02** Employees taking funeral leave as provided in 10.01 above shall use their sick leave, vacation, or accrued compensatory leave time for funeral leave. The choice of leave shall be at the employee's request.

## **ARTICLE 11- HOURS OF WORK**

**11.01** In compliance with the provisions of the Fair Labor Standards Act, the City of Moses Lake and Local 1258, IAFF, Claim the Section 7(k) exemption for twenty four (24) hour shift personnel. The shift schedule for twenty four (24) hour suppression employee(s) will be as follows:

Twenty four (24) hour shift members shall work a forty eight/ninety six (48/96) shift schedule; defined as forty eight (48) hours on-duty with ninety six (96) hours off-duty. Forty eight (48) hours on-duty is defined as (2) two consecutive twenty four (24) hour shifts.

The suppression shift schedule will be reduced utilizing a twenty-four (24) hour Kelly day. Employees will schedule one (1) twenty four (24) hour Kelly day per twenty four (24) day cycle.

The first eight (8) Kelly days shall be picked prior to December 31<sup>ST</sup> and the remaining Kelly days shall be picked prior to June 30th, by each firefighter on a seniority basis. If the Kelly days are not picked by these dates they may be scheduled by the Fire Chief or his designee. The Kelly days shall be scheduled off at no less than one (1) full shift at a time, unless agreed to otherwise by employee and the Fire Chief or his designee.

As operational needs demand, the City and the Union will agree to meet and discuss possible modifications to the work schedule.

**11.02** In the event of a temporary shift vacancy that is created as the result of an emergency, (illness, injury, resignation or other cause beyond the control of either party), that exceeds three (3) shift rotations, and which brings the total number of members on that shift to less than seven (7), the Union and the City agree to a meeting to discuss filling the temporary vacancy with a bargaining unit member. Both the Union and the City agree that the meeting shall take place within three (3) business days after a meeting request is made by either side. The City retains the right to assign a bargaining unit member(s) to such vacancies until agreements are reached regarding alternative staffing/schedule options.

**11.03** The work day for shift members of the bargaining unit shall be twenty four (24) hours, commencing at 0700 and continuing to 0700 the following day. The daily work structure shall be task based from 0800-1700. Task based means those tasks determined to be essential to the daily operations of the department including training, maintenance and cleaning of apparatus and equipment, physical training (P T), as well as routine station cleaning. Completion of all assigned tasks for the day will allow for time in which the employees can do paperwork and computer based training. Nothing in his agreement will prohibit shift members from urgent work after 1700 or from attending scheduled Fire Department events after 1700 hours. Holiday routine will include preparation for and response to calls for service.

One (1) hour for lunch and two (2) fifteen (15) minute breaks will be provided during each work day.

The work day for non-shift members shall be eight (8) hours, commencing at 0800 and continuing to 1700 each day, except that on occasion non-shift members shall be allowed to

work on a flex-time schedule not to exceed forty (40) hours in the normal week with prior approval of the Fire Chief or his designee.

Twenty four (24) hour shift personnel of the bargaining unit shall be allowed one (1) hour of physical training (PT) time per shift. Members shall be given the opportunity for physical training during the hours of 0800-1700, however, PT time shall not interfere with emergency calls or prescheduled events and activities. Every attempt will be made to allow time for physical fitness training during the daily structure.

- 11.04** The pay period payday shall be every other Friday, except if a Friday falls on a holiday, the payday shall be on Thursday. If Thursday is also a holiday, then payday shall be the first working day thereafter. All pay rate changes and step changes shall be made effective the first day of a bi-weekly pay period, after the effective date of the change.
- 11.05** For pay purposes the standard week for the City of Moses Lake shall end at 12 p.m. midnight Sunday night and the new week shall begin immediately following.
- 11.06** Management shall require the monthly department shift schedule be posted two months in advance. Schedules shall be maintained on CrewSense or comparable software, and command personnel will be responsible for maintaining daily scheduling with oversight by management. "Command personnel" refers to the Chief, Deputy Chief, Assistant Chief, Captains, Lieutenants, or person acting in that role.

## ARTICLE 12- VACATIONS

**12.01** The following vacation allowance is available to all full-time, regular members of the bargaining unit:

### Twenty-four Hour Shift Personnel

<u>Years of Service</u>	<u>Hours Per Bi-Weekly Pay Period</u>
0 through 5 years	4.89 hours per pay period - 254.28 hours maximum
6 through 10 years	6.14 hours per pay period - 319.28 hours maximum
11 through 15 years	7.38 hours per pay period - 383.76 hours maximum
16 through 20 years	8.63 hours per pay period - 448.76 hours maximum
Over 20 years	9.88 hours per pay period - 513.76 hours maximum

### Eight Hour Shift Personnel

<u>Years of Service</u>	<u>Hours Per Bi-Weekly Pay Period</u>
0 through 5 years	3.70 hours per pay period - 192.40 hours maximum
6 through 10 years	4.61 hours per pay period - 239.72 hours maximum
11 through 15 years	5.53 hours per pay period - 287.56 hours maximum
16 through 20 years	6.46 hours per pay period - 335.92 hours maximum
Over 20 years	7.38 hours per pay period - 383.76 hours maximum

**12.02** The maximum allowable accumulation of vacation will be fifty-two (52) pay periods.

**12.03** One hundred percent (100%) of the employee's accumulated vacation hours will be paid upon severance from the City. Employees voluntarily terminating prior to the completion of one (1) year of service shall not receive this benefit. Any employee who fails to give the City two (2) weeks notice, in writing, before resignation or service retirement, shall have two hundred and fifty dollars (\$250) deducted from his/her final check.

**12.04** Any employee may be granted vacation by the Fire Chief, after the employee has completed six (6) months of employment. The leave granted shall not exceed the amount the employee has accumulated.

**12.05** Newly hired employees and employees separating from City service must be on pay status for a minimum of twenty-four (24) hours (shift personnel) and for a minimum of eight (8) hours (for non-shift personnel) in a pay period to accrue vacation.

**12.06** Each member of the bargaining unit will be given one (1) seniority vacation pick. Once the seniority vacation has been approved, it shall not be canceled or moved except in cases of extreme emergencies. If an employee cancels an approved seniority vacation, the seniority vacation pick will be considered lost for that year.

**12.07** Twenty-four (24) hour leave requests will be considered, subject to available manpower. Leaves so approved shall not be canceled because of scheduled training.



## ARTICLE 13- OVERTIME

- 13.01** The overtime rate shall be one and a half (1 1/2) times the hourly rate, computed on a forty nine (49) hour week.
- 13.02** Overtime compensation shall commence when employees are required to work beyond their normal work hour. Overtime pay due to employees will be computed by rounding to the nearest quarter of an hour worked. Example: zero (0) minutes worked to seven (7) minutes worked, no overtime pay due; eight (8) minutes worked to fifteen (15) minutes worked, fifteen (15) minutes of overtime pay due; sixteen (16) minutes to twenty two (22) minutes worked, fifteen (15) minutes of overtime pay due; twenty three (23) minutes to thirty (30) minutes worked, thirty (30) minutes of overtime pay due, etc.
- 13.03** Any non-computer based (ie: traditional classroom) training course that is required for certification of paramedic, fire officer, or any other job descriptions that is scheduled to be longer than four (4) hours shall be scheduled off duty and receive overtime pay.
- 13.04** The rate of pay for off-duty participation in officer's meetings and other mandatory off duty training will be overtime.
- 13.05** Accumulated overtime may be used as compensatory time off, when requested by the employee and authorized by the Fire Chief, on the basis of equal time off for overtime accrued (time and a half).
- 13.06** When an employee is called back to work by command or supervisory personnel during his scheduled time off, a minimum of one (1) hour of overtime will be paid. If an employee is required to work in excess of one (1) hour, overtime will be paid for time worked as computed above.
- 13.07** Compensable hours in excess of one hundred eighty two (182) hours in each twenty four (24) day work cycle shall be compensated at the overtime rate set forth in the Fair Labor Standards Act, not to be less than minimum of overtime as stipulated in present agreement.
- 13.08** For the purpose of definition, the term "command or supervisory personnel" shall be construed to be the Fire Chief, Deputy Chief, Assistant Fire Chiefs, Captains, Lieutenants or persons acting in that capacity.

## **ARTICLE 14- HOLIDAY PAY/HOLIDAYS**

**14.01** Shift employees shall be paid for one hundred (100) hours straight time as agreed compensation for holidays (including the personal floating holidays). This compensation will be provided to the employees in twenty-six (26) equal pay period installments. All holidays, except the personal floaters, will be holiday routine for on duty personnel. However, all emergencies, housekeeping, and equipment checks will be accomplished.

**14.02** Non-shift employees will observe the following holidays:

<b><u>Holidays</u></b>	<b><u>Date to be Observed</u></b>
New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Floating Holiday I	At employee's choice, according to M.A.C.
Floating Holiday II	At employee's choice, according to M.A.C.

## **ARTICLE 15- UNIFORMS**

**15.01** A uniform is considered to be that clothing which the City requires an employee to wear on duty. The City shall not require the purchase or maintenance of Class "A" uniforms. The City shall provide an initial issue of, and all employees covered by this agreement will maintain, in serviceable condition, the following uniform inventory:

- A. 3 pairs of blue nomex, or other compliant uniform pants
- B. 2 blue nomex, or other compliant uniform shirts, one long sleeve and one short sleeve.
- C. 4 blue department logo T-shirts
- D. 1 2" black belt
- E. 1 black tie
- F. 1 winter coat
- G. 1 pair black "station wear" footwear
- H. 2 blue quarter zip sweatshirt

**Note:** The City will designate style and brand of uniforms for all employees. Fire Prevention Division and other administration only positions covered under this agreement shall be designated by the city. Personal preference items such as leather belts, or baseball caps may be allowed and will be addressed through policy/SOG. Baseball caps/stocking caps or other optional uniform items with logos affixed shall be approved by management, such items must be uniform among all members who choose to wear them (ie: color, logo, etc.). Union identification may be included on the backside or side of caps above the ear and will be restricted to text of "IAFF 1258" or "Local 1258 IAFF". Size of union text shall not exceed ¾" nominal letter size.

**15.02** The City will furnish uniforms to the employees. The City will replace uniforms as they are worn out. The Fire Chief, or designee, will decide when the uniform or uniform part is worn such as to require replacement. A uniform request must be received from the employee prior to ordering of the replacement item(s), and the worn item(s) must be turned in prior to issue of the new item(s).

**15.03** The cleaning of uniform parts requiring dry cleaning will be paid for by the City, and must be reviewed for approval by the Fire Chief or designee. Routine cleaning of uniform items and personal protective equipment such as turn outs will be accomplished utilizing the washer extractor, and/or, domestic washing machines at fire stations.

**15.04** If an employee voluntarily terminates their employment during the review and evaluation period (probation), the City will be reimbursed for the cost of the initial outfitting.

## **ARTICLE 16- GRIEVANCE PROCEDURE**

**16.01** A grievance means a dispute or disagreement raised by an employee or the Union involving the interpretation or application of the terms of the provisions of this agreement. However, any issues which are submitted with the agreement of the Union as a matter coming under the jurisdiction of the Civil Service Commission shall not be considered a grievance, and shall not, therefore, be subject to the grievance procedures herein. Nothing in this procedure shall prohibit an employee from discussing a complaint directly with his superior or department head without representation by the Union.

**16.02** Step 1: An employee or a group of employees claiming to have a grievance must present the grievance within ten (10) working days of the alleged occurrence, in writing, to the Union Grievance Committee. The written statement shall set forth:

- A. The nature of the grievance
- B. A statement of the facts upon which the grievance is based
- C. The provisions of the agreement covering the grievance
- D. A statement of the relief desired

The Union Grievance Committee, upon receiving the written grievance, shall, within ten (10) working days, determine if, in their opinion, a grievance exists. If, in their opinion, a grievance does not exist, the matter will be dismissed at that time. If, in their opinion, a grievance does exist, the Committee, with or without the employee, shall forward the grievance to the second step of the procedure, which shall be the Fire Chief.

**16.03** Step 2: Upon the receipt of the written grievance, the Fire Chief shall attempt to resolve it within five (5) working days. If the Union Grievance Committee, is not satisfied with the solution of the Fire Chief, the grievance may (within ten (10) working days) be forwarded to the third step in the process, which shall be the Human Resources Director.

**16.04** Step 3: Upon the receipt of the written grievance, the Human Resource Director shall attempt to resolve it within five (5) working days. If the employee, with the concurrence of the Union Grievance Committee, is not satisfied with the solution of the Human Resource Director, the grievance may (within ten (10) working days) be forwarded to the fourth step in the process, which shall be the City Manager.

**16.05** Step 4: Upon the receipt of the written grievance together with all pertinent material, the City Manager shall attempt to resolve it within ten (10) working days.

**16.06** Step 5: If the grievance cannot be settled by the City Manager and agreed upon by both parties, the matter may be submitted by either party for arbitration. The arbitrator shall be appointed by agreement between the City and the Union. If the City and the Union are unable to agree upon an arbitrator within five (5) working days after they meet to determine such an appointee, they shall jointly request the Public Employment Relations Commission (PERC) to supply a list of seven (7) arbitrator names. The parties will strike names until an arbitrator is selected or only one name remains.

- 16.07** It shall be the function of the arbitrator to hold a hearing at which the parties shall submit their cases concerning the grievance. The arbitrator shall render his decision based upon the interpretation and application of the provisions of the agreement within thirty (30) working days after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the City which is beyond its jurisdiction. Each party hereto will pay the expenses of their own representatives and the expenses of the arbitrator will be borne equally by the parties hereto.
- 16.08** Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this agreement.
- 16.09** The time limits as specified above may be extended by mutual agreement between the two (2) parties
- 16.10** "Working days" shall mean Monday-Friday, excluding Saturday, Sunday, or holidays.

## **ARTICLE 17- SALARIES**

**17.01** The Entry Step is established at eighty percent (80%) of the 'A' Step. The City Manager retains the right to hire at between the 'Entry' and 'A' under exceptional circumstances. Employees would move to the 'A' Step after having successful completion of the review and evaluation period (which will not exceed one (1) year). When a Captain's vacancy is filled from in-house, the successful candidate will be moved directly to the 'A' Step for the position.

January 1, 2019 - The salary schedule will be adjusted by four percent (4%).

January 1, 2020 - The salary schedule will be adjusted by four percent (4%).

January 1, 2021 - The salary schedule will be adjusted by four percent (4%).

- A. Effective January 1, 2017 top step Firefighter/EMT wage will be the rate that all other classifications will be based upon. All other wage scales will be a percentage of the top step Firefighter.
- B. Entry level Firefighter/EMT will receive an hourly rate at eighty percent (80%) of top step for Firefighter/EMT.
- C. Entry level Firefighter/Paramedic will receive an hourly rate of eighty eight percent (88%) of top step for Firefighter/EMT.
- D. Top step Firefighter/Paramedic will receive an hourly rate of one hundred and ten percent (110%) of the top step for Firefighter/EMT.
- E. Firefighter/Captain will receive an hourly rate of one hundred twenty percent (120%) of top step for Firefighter/EMT.
- F. Firefighter/Fire Inspector will receive the same salary as a Firefighter/Paramedic.
- G. Fire Marshal will receive the same salary as a Fire Captain.
- H. Firefighter/Lieutenant will receive an hourly rate of one hundred fifteen percent (115%) of top step for Firefighter/EMT.
- I. Department Medical Services Officer will receive the same salary as a Fire Captain.

## **ARTICLE 18- PERSONNEL REDUCTION**

- 18.01** In the case of Fire Department personnel reduction (layoff or reduction in rank), all single role employees will be reduced before dual role employees, single role employees will be interpreted as D Shift employees. If additional layoffs are necessary those with the least seniority in the classification needing to be reduced will be laid off first. However if an individual who would have been subject to lay off because of his or her relatively low seniority in the classification subject to layoff has more department seniority than one (1) or more individuals in a lower paying classification, and if that individual is qualified to perform work in that lower paying classification, then the individual may use his or her department seniority to "bump back" to the lower paying classification. Thus avoiding layoff. In the event of one (1) or more bump backs, the individual (s) with the lowest department seniority in the lower paying classification after the bump back(s) will be laid off.
- 18.02** When employees are laid-off, their names shall be placed on a two (2) year reemployment list in inverse order of lay-off. This list shall stand for a period of two (2) years and no new employees may be hired by the City during that period until the laid-off personnel have been given the opportunity to return to work subject to their ability to pass the physical requirements.

## **ARTICLE 19- SAVINGS CLAUSE**

- 19.01** If any provision of this agreement shall be held by operation of law or by a tribunal of competent jurisdiction or if compliance or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement shall not be held invalid and will remain in full force and effect.
- 19.02** In the event that legislation is enacted or amended affecting the provisions of this contract, the parties agree to meet and amend the contract as necessary to comply with the new law.



## **ARTICLE 20- TERM OF AGREEMENT**

- 20.01** The terms of this agreement shall be in full force and effect on January 1, 2019 and shall remain in full force and effect through December 31, 2021.
- 20.02** Either party desiring to amend the agreement for its next term, shall notify the other party in writing. Both parties agree that they will abide by any applicable state laws and regulations governing the commencement of negotiations for a successor to this agreement.

## **ARTICLE 21- LABOR/MANAGEMENT MEETINGS**

**21.01** It is mutually agreed that a committee for Local #1258, IAFF and the negotiating committee for the City of Moses Lake shall conduct labor/management meetings for the purpose of resolving any problems which may arise at the request of either party.

## **ARTICLE 22- SICK LEAVE**

- 22.01** LEOFF II shift members shall receive sick leave at the rate of 1 1.08 hours per bi-weekly pay period, with a limit of one thousand five hundred and seven (1, 507) hours on the total accrual of sick leave.
- 22.02** LEOFF II non-shift members shall accrue sick leave at the rate of 3.70 hours per pay period.
- 22.03** Each employee shall receive twenty-four (24) hours bonus vacation time for each full year he/she works without using any sick leave or disability leave. The bonus vacation leave shall be added to the employee's vacation accumulation on each anniversary date of last used sick leave.
- 22.04** Sick leave taken to attend a pre-arranged doctor's or dentist's appointment with the Fire Chiefs prior approval, for periods not to exceed two (2) hours for local appointments or eight (8) hours for out-of-town appointments, shall not be considered as sick leave taken within the provisions of this article.
- 22.05** Newly hired employees shall be advanced three (3) shifts sick leave and shall not accrue additional sick leave until the beginning of their seventh (7th) month of employment.
- 22.06** Newly hired LEOFF Plan II employees and LEOFF II Plan employees separating from the City service must be on pay status for a minimum of twenty-four (24) hours in a pay period to accrue sick leave.
- 22.07** Members who have completed their initial probationary period with the City will receive a pay out of unused accumulated sick leave as severance pay if they: voluntarily terminate their employment; if they retire; if they lose their employment as a result of a reduction in force; or if they lose their employment due to injury or illness. The maximum amount of sick leave that can be cashed out as severance pay by any member will be four hundred eighty (480) hours. Day shift members will have their sick leave cashed out at the rate of twenty five percent (25%) of their unused accumulated sick leave up to the maximum of four hundred eighty (480) hours. Twenty-four (24) hour shift members will have their sick leave cashed out at the rate of 31 .8% of their unused accumulated sick leave up to the maximum of four hundred eighty (480) hours.

## **ARTICLE 23- MANPOWER SHORTAGE AND TEMPORARY ASSIGNMENTS**

- 23.01** In the event of a temporary assignment in an officer role exceeding six (6) consecutive shifts and covering one (1) incident, all call backs or overtime will be compensated at the officer rate being filled, provided a call back specifically for an officer's position at any time shall be compensated at that officer's overtime rate.
- 23.02** In the event of a temporary assignment to cover a vacation, sick leave, K-day, extended leave-of-absence, or a vacancy in an officer position, an employee accepting the assignment shall receive pay at the officer rate being filled. This pay will continue for the duration of the assignment.
- 23.03** There will be no limit to the number of temporary assignments an employee may accept during the course of the year.
- 23.04** Any time an Acting Officer is being utilized in a supervisory role in the command structure during incidents or Multi Company organized drills, they shall be paid at the lieutenant rate.
- 23.05** Shift Medical Quality Inspector (QI): QI shall serve as assistant to the MSO. QI shall be paramedics, may be appointed from any rank, and serve at the discretion of the Fire Chief. Appointment, performance, and removal of the QI is not subject to grievance procedure or civil service review. However, the performance of firefighter/paramedic duties by the employee serving as a QI on shift shall be considered separate from the medical QI duties and remain subject to civil service rules and regulations. A QI retains his/her civil service classification and shall return to the classification as service as QI is terminated. QI duties shall not interfere with daily duties; regular scheduled training and shall be approved by the shift officer. Refer to article 25 for pay.
- 23.06** Definition: Officer shall mean department member holding a tested/appointed position acting officer or promoted positions (Lieutenants and Captains).

## **ARTICLE 24- LEAVES AND VACANCIES**

- 24.01** It is agreed between the parties to this agreement that situations may arise creating the need to fill short-term leaves and temporary vacancies in the firefighter classification. Under such circumstances the City will advise the Union and follow the Civil Service Rules and Regulations.
- 24.02** Such an employee appointed under this article shall receive the entry level firefighter salary (hourly rate). The City may extend a temporary/provisional appointment through concurrent disability leave vacancies.
- 24.03** Leave and health benefits may be provided at the option of the City.
- 24.04** Nothing in this article will imply to a temporary/provisional employee a vested right to permanent employment. Permanent employment full-vested rights will be accorded only after the open competitive examination process as provided by the Civil Service Rules and Regulations.
- 24.05** All candidates for provisional or temporary appointments under this article shall have at least one (1) year experience with at least a volunteer fire fighting organization. Provisional or temporary employees shall be assigned to one week of eight (8) hour days with the Assistant Fire Chief and will then be assigned to three (3) 48 hour shifts prior to being evaluated for competency to fill a shift vacancy.
- 24.06** The City will not place more than two (2) provisional or temporary employee on a shift, except; in the event a shift falls below (7) due to short term leaves and vacancies in the fire fighter classification the city and labor will meet and agree to follow the Fire Civil Service Section 7. Emergency Appointment.
- 24.07** In the event of a vacancy due to sick leave, vacation, or floating holidays, Day Car coverage shall be accomplished by utilizing an on-duty Firefighter/Paramedic or a Firefighter/EMT appropriate to the vacant class if shift staffing is above minimum. If shift staffing levels are at minimum, there will be no additional personnel called back to duty to cover Day Car. There will be no Day Car coverage during the weekend or non-floating holidays.

## **ARTICLE 25- INCENTIVE PAY**

**25.01** Employees shall receive classification pay for having classifications that benefit both the city and department outside the employee's job description. Classifications that both the bargaining unit and the city agree upon for classification pay are listed below.

- Technical Rescue Team (Ice, Boat, Swift, High/Low Angle and Confined Space)
- SCBA Technician
- I.V. Technician
- Fire Investigator (FIT). Inspector 2, Medical QI
- Fire Department Instructor (Instructor 2, EMS Instructor and EMS Evaluator)

Employees that qualify for classifications listed above shall receive \$75.00 for each classification per pay period in addition to hourly wage. An employee will receive pay for up to three (3) classifications. An employee must hold at least one certification to qualify for a classification

**25.02** Employees that have a 2-year college degree in a job-related field shall receive 2% above their individual base hourly rate. Employees that have a 4-year college degree in a job-related field shall receive 4% above their individual base hourly rate. Job related degrees are Fire Science, Fire Administration, Fire Investigation, Paramedicine, RN or BSN, Biology, and Chemistry.

**25.03** The City shall cover cost for two (2) bargaining unit members to attend fire or ems national conferences each year of the contract. This would exclude union educational classes. Members shall follow the MLFD training request policy.

**25.04** SCBA techs shall log a minimum of 2 hours per month of SCBA maintenance and/or training/in service. Log shall be on a form prescribed by the Chief, and shall be turned in monthly to the Assistant Fire Chief.

**25.05** Medical Quality Inspector shall be a position that assist the Medical Services Officer, and may serve in the capacity as the Medical Services Officer in the case of absences of the MSO that are greater than (3) three shifts. Medical QI's shall receive position change pay at the MSO rate when serving in the MSO position.

**25.06** SCBA Tech and Medical QI pay start January 1, 2019. All other Incentives referenced in this article pay will start January 1, 2020.

## **ARTICLE 26- PARAMEDIC CERTIFICATION/RE-CERTIFICATION AND TRAINING**

- 26.01** The City shall work with the Union to establish a Paramedic Certification Program.
- 26.02** The City will pay tuition and books for members of the bargaining unit who have the City's approval to enroll in paramedic and other related classes.
- 26.03** Firefighters who obtain training and study course work in preparation for paramedic certification not required by the City will do so on their own time and at their own expense.
- 26.04** The City will provide paid release time for classes/courses not provided in house in order to assist paramedics to maintain their certifications, and will also pay tuition and books that are connected with the process of Union members maintaining paramedic certifications. Provided, however, that if a paramedic fails a course or test necessary in order to maintain their certification, then subsequent attempts to pass the course/test will be at the employee's expense and on the employee's own time. In the event the employee doesn't attend scheduled training without prior notification to the Chief, the employee may be required to reimburse the City for the cost of the class.
- 26.05** Employees who receive the training assistance stated in 26.02 above shall maintain their paramedic certification for a minimum of six (6) years, subject to the provisions of 26.06 below.
- 26.06** Any employee may drop his/her paramedic certification at any time with the approval of the employer without testing. Any employee that receives a paramedic certification at any time with the approval of the employer will work in the paramedic firefighter position listed in this contract.
- 26.07** If an Emergency Medical Technician fails a retaken course/test and certification is withdrawn, the employee may be terminated upon the recommendation of the Fire Chief.

## **ARTICLE 27- SHIFT TRADES**

- 27.01** Equally qualified employees within the bargaining unit shall be allowed eight (8) shift trades per year; no more than three (3) consecutive shifts may be traded at one (1) time. 12 hours or more is considered a shift trade. Shift trades for approved training (including military or official union business) will not be counted toward the maximum of eight (8) per year.
- 27.02** Paybacks will be accomplished within one (1) year of the initial trade. If the payback does not occur within one (1) year, the trade shall be considered lost.
- 27.03** Neither shift trades nor paybacks shall create a situation where an employee works more than a seventy-two (72) hour shift.
- 27.04** Trades will not be allowed during the initial probationary period except for approved training.
- 27.05** Family emergencies may be considered an exception. What constitutes an emergency shall be determined by the Fire Chief or Assistant Fire Chief, or the Shift Officer in their absence.
- 27.06** The absence of a Captain/Lieutenant due to an approved shift trade shall not entitle the Acting Officer to Captain's/Lieutenant wages.
- 27.07** Trades will be submitted through approved crew scheduling software to the Shift Captain three (3) days prior to the trade date. Forms shall not be needed for early relief, sleep-in on Sundays, etc. However, the Shift Officer approval is required.



## **ARTICLE 28- SENIORITY**

**28.01** Seniority for Union members shall be established by date of employment in the Moses Lake Fire Department. If the date of hire is the same, scores on the employment examination shall determine seniority with the higher score being senior. If test scores are equal, dates of employment application shall be considered with the earliest application date determined to be senior.

## **ARTICLE 29- ALTERNATE DUTY**

- 29.01** The Union and the City recognize the occasional need for temporarily assigning an employee who is experiencing a disability to alternate duty.
- 29.02** An employee may request an alternate duty assignment. In the event a LEOFF II member covered under this contract is temporarily disabled due to an injury or illness and that member's physician releases him or her to alternate duty, every attempt to reasonably accommodate that release will be made. The employee's doctor will make the determination regarding the employee's ability to work an alternate duty position.
- 29.03** The City may request an employee to be placed in an alternate duty position. The City will provide the employee and the Union written notification one (1) week prior to having an employee work alternate duty. If an employee has remaining vacation balance, they should have the option to deplete that balance before being assigned to alternate duty.
- 29.04** Any prior approved vacation scheduled before being assigned to alternate duty should be granted. The hours shall be adjusted accordingly. No Kelly days shall be scheduled during alternate duty.
- 29.05** The alternate duty assignment would normally be forty (40) hours per week, or with mutual agreement between the employee and the City, other schedules may be established. The employee's net monthly pay will remain the same as if they were released to shift duty. The employee shall continue to accrue sick leave, vacation, and pay-in-lieu of holiday at their current accrual rates. If payroll cannot accommodate this accrual, then at the end of the assignment of alternate duty, the rate will be adjusted accordingly.

## **ARTICLE 30- STATE MOBILIZATION**

- 30.01** Involvement in any State Mobilization Fire is strictly voluntary; no employee will be required to participate when a fire occurs outside of Department boundaries or the boundaries of any mutual aid or automatic aid.
- 30.02** Where an employee elects to take an assignment on a state mobilization fire, the department agrees to provide administrative support for the purpose of billing of employee's time. The current overtime list will be utilized to notify and assign qualified personnel to state mobilization team. Qualified personnel are defined as having a current Wildland Firefighter II certification as a minimum.
- 30.03** When an employee elects to take an assignment on a State Mobilization Fire, the employee agrees to work under the pay schedule and rules set forth in the State Mobilization Plan.
- 30.04** The Department reserves the right to approve or disapprove an employee's request to participate in any State Mobilization Fires where such an assignment would adversely affect the best interest of the Department.

## **ARTICLE 31-DAILY STAFFING**

**31.01** The City and the Union will strive to maintain a staffing level of seven (7), 7 (k) exempt suppression personnel on a daily basis. An overtime callback list shall be maintained by the Fire Chief and/or his designee for each classification of employee, based on total cumulative hours of overtime worked per employee. Each list shall maintain those employees in each classification in order from highest level of department seniority to lowest level department seniority. Overtime shall be offered on a rotational basis as follows.

In the event coverage is required due to the absence of another employee, as soon as practical, a twenty-four (24) hour shift shall be offered to employees in inverse order of the accumulated overtime list for the classification of employee that caused the overtime (those with the least amount first). Twenty-four (24) hour shifts shall be offered as a whole shift and not broken into two (2) twelve (12) hour shifts unless necessary. If the twenty four (24) hour shift cannot be filled by a single employee the shift may be broken into two (2) twelve (12) hour shifts and worked by two (2) separate employees before anyone would be mandated to work. If the staffing level is below seven (7) personnel after exhausting the overtime lists then a firefighter who is scheduled to be relieved from shift will be held over to work mandatorily. Daily staffing will be allowed to drop below seven (7) personnel if it would cause anyone to work more than seventy two (72) consecutive hours (Reference MI-FD Policy #1003, May 20, 2016) or in the event of unforeseen circumstances beyond the control of either the City or the Union.

## **ARTICLE 32- DISCIPLINE/DISCHARGE (JUST CAUSE)**


- 32.01** The City has a right to discipline or discharge employees for just cause. No provisions for the disciplinary procedures are to be construed as to mandate the use of progressive discipline; although the City will strive to adhere to the principles of progressive discipline.
- 32.02** The City will attempt to administer discipline in a progressive fashion. The progressive discipline will be dependent on the severity of the infraction and the City is not required to adhere strictly to the order or system set forth below:
- A. Verbal reprimand
  - B. Written reprimand
  - C. Suspension without pay
  - D. Discharge
- 32.03** All steps in progressive discipline shall be conducted formally, in a private meeting with the employee having a right to representation (Weingarten Rights). Employee(s) shall receive prior written notification of the issues to be discussed. It is the City's responsibility to inform the employee(s) of their right to union representation. The Union be provided copies of all disciplinary action.
- 32.04** Employee(s) will be entitled to a pre-discipline/termination hearing (Loudermill hearing), with the right to union representation, to present evidence, arguments, and witnesses in their defense.
- 32.05** The City will strive to investigate and administer disciplinary actions in a timely manner.
- 32.06** Disciplinary records will, after twenty-four (24) calendar months from the date of the incident, and upon the employee(s) written request, be returned to the employee(s), unless in the intervening period related infractions have occurred. In this case the time frame above starts over from the date of the most recent related infraction.
- 32.07** Both parties agree that carrying out of departmental policy and procedures is exclusively the province of the Fire Chief.
- 32.08** An employee(s) shall be allowed to inspect his/her personnel file with the exception of materials that are exempt from disclosure pursuant to Washington law and may obtain any copy of such file at any reasonable time. The employee(s) may request removal of material which he/she believes erroneous or irrelevant. This request will be reviewed by the Human Resources Director. If the employee(s) does not agree with the Human Resources Director's decision, he/she may prepare a statement of dissent which will be placed in the file.

## **ARTICLE 33- UNION BUSINESS**

- 33.01** Authorized agents of the Union may, subject to the operating efficiency of the department, have access to the City's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the agreement is being adhered to.
- 33.02** Union officials may investigate and process grievances during working hours without loss of pay. They are to maintain the progress of work, obtain permission of the Chief before leaving their place or station or work to investigate a grievance or handle a complaint or other labor matters. Union officials shall use judgment in deferring action or investigating disputes or complaints when the progress of the work is critical.
- 33.03** The names of employees selected as Union officials and the names of other Union representatives who may represent an employee shall be certified in writing to the City by the Union.
- 33.04** A Union official designated by the Union will be allowed to perform Union duties as prescribed in this article during working hours as long as the normal work activity of the department is not interrupted.

Dated: April 4, 2019

CITY OF MOSE LAKE

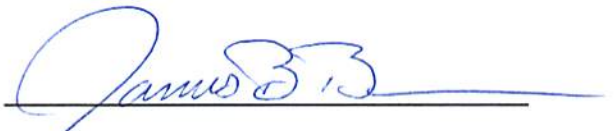
By   
John M. Williams, City Manager

ATTEST:

  
Carlos Salazar, Human Resource Director

Dated: April 4, 2019

LOCAL #1258, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS

By   
James B. Burns, President Local #1258

## APPENDIX A

January 1, 2019							
Classification	Base	Hourly		Monthly		Annual	
		Entry	A Step	Entry	A Step	Entry	A Step
Firefighter/EMT (2555 hours)	29.34	23.47	29.34	4998	6248	59978	74973
Paramedic/FF (2555 hours)	110%	25.82	32.28	5498	6873	65976	82470
Fire Lieutenant (2555 hours)	115%	25.96	33.75	5527	7185	66322	86219
Fire Captain (2555 hours)	120%	28.17	35.21	5998	7497	71974	89968
Fire Inspector (2080 hours)	110%	31.72	39.65	5498	6873	65976	82470
Fire Marshal (2080 hours)	120%	34.60	43.25	5998	7497	71974	89968
Medical Services Officer (2080 hours)	120%	34.60	43.25	5998	7497	71974	89968

January 1, 2020							
Classification	Base	Hourly		Monthly		Annual	
		Entry	A Step	Entry	A Step	Entry	A Step
Firefighter/EMT (2555 hours)	30.52	24.41	30.52	5198	6498	62377	77972
Paramedic/FF (2555 hours)	110%	26.85	33.57	5718	7147	68615	85769
Fire Lieutenant (2555 hours)	115%	28.08	35.10	5978	7472	71734	89668
Fire Captain (2555 hours)	120%	29.30	36.62	6238	7797	74852	93566
Fire Inspector (2080 hours)	110%	32.99	41.24	5718	7147	68615	85769
Fire Marshal (2080 hours)	120%	35.99	44.98	6238	7797	74852	93566
Medical Services Officer (2080 hours)	120%	35.99	44.98	6238	7797	74852	93566

January 1, 2021							
Classification	Base	Hourly		Monthly		Annual	
		Entry	A Step	Entry	A Step	Entry	A Step
Firefighter/EMT (2555 hours)	31.74	25.39	31.74	5406	6758	64872	81091
Paramedic/FF (2555 hours)	110%	27.93	34.91	5947	7433	71360	89200
Fire Lieutenant (2555 hours)	115%	29.20	36.50	6217	7771	74603	93255
Fire Captain (2555 hours)	120%	30.47	38.09	6487	8109	77846	97309
Fire Inspector (2080 hours)	110%	34.31	42.88	5947	7433	71360	89200
Fire Marshal (2080 hours)	120%	37.43	46.78	6487	8109	77846	97309
Medical Services Officer (2080 hours)	120%	37.43	46.78	6487	8109	77846	97309