



CITY COUNCIL AGENDA

February 24, 2025

7:00 p.m.

1. **APPROVAL OF THE AGENDA**
2. **PUBLIC COMMENT:** *This is the time for anyone wishing to speak before the council in relation to items on the agenda to do so. Comments may also be emailed to cschmid@cityofhoquiam.com by Monday, February 24, 2025, at 10:00 AM. Written comments will be summarized at the meeting but will be documented in the minutes in their entirety. PLEASE LIMIT YOUR COMMENTS TO 5 MINUTES.*
3. **CONSENT AGENDA**
 - a. Council Minutes of February 10, 2025
 - b. Claims & Payroll
 - c. Renewal of Gurney Maintenance Agreement - Stryker
4. **COUNCIL ACTION/DISCUSSION**
 - a. **COMMITTEE REPORTS**
 - b. **OFFICERS REPORTS**
 1. Lateral Pay Incentive - Police Officer and Police Service Officer
 - c. **MAYORS REPORTS**
 - d. **COUNCIL REPORTS**
5. **LEGAL BUSINESS**
 - a. **OTHER LEGAL**
 1. IAFF Contract
 - b. **ORDINANCES**
 1. Salary Ordinance Amendment – Fire Department Union Employees and City Mechanic
 - c. **RESOLUTIONS**
6. **EXECUTIVE SESSION** (Per RCW 42.30.110)
7. **OLD BUSINESS**
8. **NEW BUSINESS**
9. **SECOND PUBLIC COMMENT:** *This is the time for anyone wishing to speak before the council may do so. Comments may also be emailed to cschmid@cityofhoquiam.com by Monday, February 24, 2025, at 10:00 AM. Written comments will be summarized at the meeting but will be documented in the minutes in their entirety. PLEASE LIMIT YOUR COMMENTS TO 5 MINUTES.*
10. **ADJOURN**

Public Utilities at 6:00 PM in the Council Room – attendance is in person only.

Regulatory at 6:15 PM in the Mayor’s Office – attendance is in person only.

Watershed at 6:30 PM in the Council Room – attendance is in person only.

Council Meeting at 7:00 PM – attendance in person or remote live stream – this meeting will be live streaming at <https://us02web.zoom.us/j/82487186433>.



CITY OF HOQUIAM

City Council Meeting Minutes

February 10, 2025

CALL TO ORDER	Mayor Winkelman called the meeting to order at 7:00 p.m. Councilmember Larsen led the flag salute.
ROLL CALL	Those in attendance at the meeting were Mayor Winkelman and Councilmembers Anderson, Brooks, Gillis, Hinchey, Larsen, Pauley, Puvogel, Reid, Smith and Thornton. Absent from Council Meeting were Councilmembers Carlstrom and Nelson. Staff in attendance were Police Chief Joe Strong, Fire Chief Matt Miller, City Attorney Steve Johnson, City Administrator Brian Shay, Finance Director Corri Schmid and Council Secretary Kayla Nielsen.
APPROVAL OF THE AGENDA	Councilmember Puvogel moved to amend the agenda to add Executive Session to discuss labor negotiations. Councilmember Smith supported. Passed by voice vote.
COMMUNICATION City of Aberdeen – Rail Corridor Study	Nick Bird, Aberdeen’s City Engineer, spoke on the Railroad Corridor Study. This consists of six rail crossings to study for horn noise elimination.
PUBLIC COMMENT	None presented.
CONSENT AGENDA Council Minutes of January 27, 2025	Councilmember Brooks moved to approve Council Minutes of January 27, 2025. His motion was seconded by Councilmember Smith and passed by voice vote.
COUNCIL ACTION/DISCUSSION Committee Reports Public Safety	Councilmember Reid was voted to be the Chair of the Public Safety Committee for 2025.
Officers Reports Tree Planting Bids at the Watershed	Staff recommended that the Council award the contract to the low bidder, Ramon Coronel Reforestation, for \$7,250.



CITY OF HOQUIAM

City Council Meeting Minutes

February 10, 2025

Mayors Reports

Why you love Hoquiam
Photos

Councilmember Puvogel moved to approve this contract. His motion was seconded by Councilmember Brooks. Passed by voice vote.

Thank you to those who have submitted photos already. Please send photos of why you love Hoquiam to bwinkelman@cityofhoquiam.com.

Mayor Prayer Breakfast

This event should be some time in May. The date and time will be at our next meeting.

Council Reports

Councilmember Brooks

Reminder to Councilmembers to log into their SAW accounts. The Council retreat will be scheduled in July or August of this year. Need ideas for local establishments.

Councilmember Puvogel

Thank you staff for getting the agenda out on Wednesday and getting the whole packet out online by Friday. Was able to find it online with the app, hoping to get it into the Hoquiam Feed.

LEGAL BUSINESS

Ordinances

Repealing Chapter 1.53 –
Library Board

An Ordinance relating to the Library Department; repealing Chapter 1.53 to the Hoquiam Municipal Code. Councilmember Puvogel moved to adopt the Ordinance, and his motion was seconded by Councilmember Pauley. A discussion followed. Ms. Schmid read the Ordinance by title a second time after which the motion to approve passed by unanimous roll call vote.

Resolutions

None Presented.

Other Legal

AFSCME MOU – City
Mechanic

This MOU changes the pay of Mechanic 2 to match Electrician 2. Councilmember Brooks moved to approve this change in pay, and his motion was seconded by Councilmember Pauley. A discussion followed and was passed by voice vote.

OLD BUSINESS



CITY OF HOQUIAM

City Council Meeting Minutes

February 10, 2025

Train Study	Councilmember Brooks moved to un-table the Train Study Councilmember Puvogel supported. This allows City of Hoquiam to participate in the study for \$10,000. Discussion followed. Passed by voice vote.
NEW BUSINESS	
Termination of Farm Stand Lease.	Councilmember Puvogel moved to approve the early termination of the farm stand lease. Councilmember Reid seconded this motion. Discussion followed and passed by voice vote.
Councilmember Absences	Councilmember Puvogel moved to excuse the absence of Councilmember Carlstrom and Nelson. Councilmember Anderson seconded and passed by voice vote.
Second Public Comment	Councilmember Hinchey moved to move the second public comment before executive session. Councilmember Smith seconded and passed by voice vote.
SECOND PUBLIC COMMENT	
Buck Giles – Ocean Beach Road	Spoke on using property owned by the City of Hoquiam adjacent to John Gable Park and requested that the City allow for it to be used for mountain bike trails constructed by qualified volunteers without city expense.
Maxine Johnson – Chenault Ave.	Spoke on immigration.
Chris Gunderson	
Robbin Emery – Broadway Ave.	Spoke on the City’s App to report it won’t download to iPhones.
Samuel Nelson – 8 th Street	Spoke on the Seedling Planting and submitted a written comment thanking the City for Council meeting improvements.
Jessica Nelson – 8 th Street	Spoke on the positives of building local trails for mountain biking. Spoke on the positives of building local trails for mountain biking.



CITY OF HOQUIAM
City Council Meeting Minutes

February 10, 2025

EXECUTIVE SESSION
IAFF

Council meeting recessed by motion of Councilmember Puvogel at 7:49 p.m. Supported by Councilmember Smith and passed by voice vote. Will reconvene at 8:05 p.m.

ADJOURN

Council came back to order in Regular Session at 8:05 p.m. Councilmember Brooks moved to adjourn the meeting at 8:05 p.m. and his motion was seconded by Councilmember Hinchey and passed by voice vote.

BEN WINKELMAN – Mayor

KAYLA NIELSEN – City Council Secretary

REPORT OF COMMITTEE

Date: February 24, 2025

To the Honorable Mayor and City Council of the City of Hoquiam

We hereby recommend approval of the following:

Claims Check Numbers	<u>104814</u>	through	<u>104852</u>	<u>\$577,849.82</u>
Claims Check Numbers	<u>11014</u>	through	<u>11015</u>	<u>\$3,500.00</u>
Claims Auto Pays & EFTs	<u>757</u>	through	<u>763</u>	<u>\$55,947.74</u>
Payroll Check Numbers	<u>31051</u>	through	<u>31072</u>	<u>\$227,895.51</u>
Payroll Payments via ACH				<u>\$556,926.92</u>
Payroll Payments via EFT - for Taxes, Deferred Comp & Pension				<u>\$295,270.57</u>
Payroll and benefits for the hours worked in	<u>February</u>	be approved and issued at the proper time.		



ProCare Agreement

Quote Number: 11067824

Version: 1

Prepared For: HOQUIAM FIRE DEPT

Attn:

Rep: Seth Shelton

Email: seth.shelton@stryker.com

Phone Number:

GPO: EMS

Service Rep:

Quote Date: 02/13/2025

Email:

Expiration Date: 03/15/2025

Contract Start: 03/01/2025

Contract End: 11/30/2027

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	HOQUIAM FIRE DEPT	Name:	HOQUIAM FIRE DEPT	Name:	HOQUIAM FIRE DEPT
Account #:	20024987	Account #:	20024987	Account #:	20024987
Address:	625 8TH ST	Address:	625 8TH ST	Address:	625 8TH ST
	HOQUIAM		HOQUIAM		HOQUIAM
	Washington 98550		Washington 98550		Washington 98550

ProCare Products:

#	Product	Description	Months	Qty	List Price	Discount %	Sell Price	Total
1.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR Parts, Labor, Travel Preventative Maintenance Batteries Service	33	4	\$2,281.00	15.0%	\$5,331.84	\$21,327.36
2.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD Parts, Labor, Travel Preventative Maintenance Batteries Service	33	2	\$2,352.00	15.0%	\$5,497.80	\$10,995.60
3.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO Parts, Labor, Travel Preventative Maintenance Batteries Service	33	2	\$1,656.00	15.0%	\$3,870.90	\$7,741.80
4.0	STR-CHAIR-PROCARE	PROCARE-SVC-STAIR-CHAIR Parts, Labor, Travel Preventative Maintenance	33	2	\$316.00	15.0%	\$738.65	\$1,477.30
ProCare Total:								\$41,542.06
ProCare Annual Payment:								\$20,771.03

Price Totals:



ProCare Agreement

Quote Number: 11067824
 Version: 1
 Prepared For: HOQUIAM FIRE DEPT
 Attn:

Rep: Seth Shelton
 Email: seth.shelton@stryker.com
 Phone Number:

GPO: EMS
 Quote Date: 02/13/2025
 Expiration Date: 03/15/2025
 Contract Start: 03/01/2025
 Contract End: 11/30/2027

Service Rep:
 Email:

 Authorized Customer Signer (Printed) Date

 Stryker Authorized Signature (Printed) Date

 Authorized Customer Signature Date

 Stryker Authorized Signature Date

 Purchase Order Number

Service Terms and Conditions:

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com> The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Payment Schedule

Starting Balance:

\$41,542.06

Date	Payment	Balance
03/01/2025	\$20,771.03	\$20,771.03
03/01/2026	\$20,771.03	\$ -

Equipment Service Plan

Line Item #	Model	Serial #
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48555751
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48555860
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48438643
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48438596
2.0	PROCARE-SVC-POWER-LOAD	1908012400240
2.0	PROCARE-SVC-POWER-LOAD	2103012400217
3.0	PROCARE-SVC-POWERPRO	1904003500808
3.0	PROCARE-SVC-POWERPRO	1904003500807
4.0	PROCARE-SVC-STAIR-CHAIR	1902010000367
4.0	PROCARE-SVC-STAIR-CHAIR	1902010000361

Purchase Order Form



Account Manager _____
Cell Phone _____

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number _____

Check box if Billing same as Shipping

BILL TO		CUSTOMER #
Billing Account Num		
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

SHIP TO		CUSTOMER #
Shipping Account Num		
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name _____
Email _____
Phone _____

Stryker Terms and Conditions
www.stryker.com/stnc

Authorized Customer Signature

Printed Name _____
Title _____
Signature _____
Date _____

Attachment Stryker Quote Number

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.



HOQUIAM POLICE DEPARTMENT

215 Tenth Street, Hoquiam Washington 98550

Joe Strong, Chief of Police

February 20th, 2025

OFFICER'S REPORT Lateral Officer Incentive Contract

In August of 2022, the council approved a lateral officer incentive program with the intent of filling four vacant police officer positions. The police department requested an incentive of \$6,000, however the city council moved to offer an incentive of \$10,500 in order to be more competitive within Grays Harbor County.

With the increased incentive, the Police Department hired three lateral officers, significantly decreasing the cost and time to get an operational officer on solo patrol.

The advantage of hiring a lateral officer is the time and cost savings of having to send a new recruit through the 20-week Basic Law Enforcement Academy to include salary, benefits and the department's portion of the BLEA training cost.

In recognition of the difficulty in attracting lateral officers, and the incentives being paid by other departments (such as \$10,000 by Ocean Shores PD, \$19,000 by Mason County SO, \$25,000 by Thurston County), the department would request to increase the lateral incentive contract to \$15,000 (as paid in three installments of \$5,000); one installment upon hiring, one installment upon successful completion of the one-year probationary period, and the final installment upon the completion of his/her second year.

Additionally, with a critical shortage in jail staffing, recruitment incentives are now the norm in correctional institutions, such as \$12,000 for Department of Corrections. Offering a minimal lateral incentive would increase interests in corrections within the city.

SUGGESTED ACTION:

The police department requests council approve a \$15,000 lateral incentive for certified police officers, \$6,000 for certified corrections officers.

Sincerely,

JOE STRONG
Chief of Police



AGREEMENT

by and between

CITY OF HOQUIAM, WASHINGTON

and

**CENTRAL GRAYS HARBOR PROFESSIONAL FIREFIGHTERS
HOQUIAM UNIT
LOCAL 315
OF THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

January 1, ~~2023~~ 2025 through December 31, ~~2024~~ 2027

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AGREEMENT

THIS AGREEMENT is between the City of Hoquiam, Washington (“City”) and the Central Grays Harbor Professional Firefighters, Hoquiam Unit, Local 315 of the International Association of Firefighters (“Union”). **All articles negotiated are retroactive to January 1, 2025.**

ARTICLE 1 – RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION

1.1 RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative for the firefighters and captains of the City performing work within the Hoquiam Fire Department, excluding the classification of Chief, Assistant Chief or any employee of a rank above captain serving in a management capacity for the Hoquiam Fire Department.

1.2 UNION MEMBERSHIP

The City shall remain neutral when communicating with employees about Union membership and direct employees to discuss Union membership with a Union representative or officer.

1.3 PAYROLL DEDUCTION

For each current Union member and employee who chooses to join the Union in the future who signs and submits to the Employer a payroll deduction authorization the City shall deduct from the pay of those employees the dues of the Union as certified by the secretary of the Union and shall remit to the treasurer of the Union all such deductions monthly. The Union shall be responsible for certifying current withholding list to the City. The City may not deduct any withholding that is prohibited by law. The Union shall indemnify, defend, and hold the City harmless against any and all claims, injuries, damages, losses or suites, including attorney fees, costs of suit and punitive damages, made on account of any payroll deduction of dues for the Union. The Union shall refund to the City any amount paid to it in error on account of the check off provision upon presentation of proper evidence.

1.3.1 The City shall establish a payroll deduction system for the Union, allowing employees to make voluntary contributions to the IAFF PAC.

1.3.2 The City shall establish a payroll deduction system for employee participation in the WSCFF sponsored Medical Expense Reimbursement Program (MERP). Each employee shall have ~~\$200~~ \$250 per pay period deducted from their paycheck for the MERP program.

ARTICLE 2 – UNION RIGHTS

2.1 DISCRIMINATION

The City shall not interfere with the rights of employees to become members of the Union, and there shall be no unlawful discrimination, interference, restraint, or coercion by the City or City representative against an employee because of Union membership or because of employee activity in an official capacity on behalf of the Union.

2.2 UNION ACTIVITY

No Union member or officer shall conduct any Union business on City time and no Union meeting will be held on City time, except with the permission of the Chief or designee.

2.3 STRIKES

The Union agrees there shall be no strikes, slowdowns, stoppage of work or interference with the management of the Fire Department.

ARTICLE 3 – LAYOFF AND SENIORITY

3.1 LAYOFF

The City recognizes the principle of seniority. In the case of personnel reduction, the employee with the least seniority shall be laid off first and called back last. No new employees shall be hired until all laid off employees have been given the opportunity to return. Each employee to be laid off shall be given at least thirty (30) calendar days notice of layoff, with a copy of the notice placed in the employee's personnel file.

3.1.1 STAFFING

The parties will during the time period when this agreement is applicable maintain the current and past practice of ensuring that at least 5 bargaining unit members are on duty at all times, and that there are also two calendar openings daily for bargaining unit members to schedule compensable time off, be it Kelly Days, Vacation, Holidays or Comp Time. However, it is agreed that when a particular shift is reduced to only six or less bargaining unit members on a temporary basis (for 60 calendar days or less) because of a temporary vacancy (a "missing person") created by a resignation, termination or retirement, bargaining unit members will be temporarily (for up to 60 calendar days) unable to use the second calendar opening to take leave time unless that leave time has already been pre-scheduled. For instance, if only one bargaining unit member has pre-scheduled time off on a particular day, then no additional bargaining unit members will be allowed to schedule time off on that day until full shift strength has been restored (or

until 60 calendar days have expired). On the other hand, if two bargaining unit members have already pre-scheduled time off on a particular day, they will not be required to cancel their time off. The current practice regarding the two calendar opening rule will continue to apply under all other circumstances.

3.2 SENIORITY

An employee's seniority is broken so that no prior period of employment is counted. The employee's seniority shall cease upon:

- (a) Justifiable discharge;
- (b) Voluntary quit;
- (c) Failure of the employee to return to work after expiration of a temporary disability leave;
- (d) Leaving the bargaining unit to accept a position with the City outside of the bargaining unit;
- (e) Failure of the employee to notify the City of the employee's willingness to return to work upon recall from an indefinite layoff within fifteen calendar days after receipt of written notice from the City at the employee's last known address appearing on the City's records; and
- (f) Layoff (a reduction-in-force) exceeding twenty-four months.

3.3 ENGINEER TESTING

All current members holding the title of engineer will retain their titles of engineer. Future promotions to engineer will be through a civil service promotional testing process. ~~Criteria for future promotions will be set by a committee which will be mutually agreed upon to develop the process.~~

3.4 ANNIVERSARY DATE

For purposes of establishing step increases and vacation or sick leave accruals only, and not for seniority purposes, when a new employee is hired, the day of hire is considered to be their "anniversary date" or "date of hire". For example, if an employee is hired on the 17th of the month, their anniversary date will be the 17th of the month. ~~For purposes of establishing step increases and vacation or sick leave accruals only, and not for seniority purposes, when a new employee is hired between the 1st of the month through the 15th of the month, his or her "date of hire" or "anniversary date" shall be considered the 1st of the month in which the employee was hired. When a new employee is hired between the 16th of the month and the last day of the month, his or her "date of hire" or "anniversary date" shall be considered the 1st of the next month.~~

ARTICLE 4 – HOURS OF WORK, OVERTIME AND PREMIUM PAY

4.1 HOURS OF WORK

The City shall establish normal hours of duty for shift personnel using a twenty-seven day cycle, so that the average hours on duty do not exceed ~~49.23~~ 48.77 hours per week. A working shift shall usually be considered as starting at 8 a.m. and ending at 8 a.m. the following calendar day.

4.2 KELLY DAYS AND WORKING OUT OF CLASSIFICATION

To assure compliance with the Fair Labor Standards Act and to reduce the average number of hours worked per week, the City agrees to give each employee within the bargaining unit a total of ~~15 shifts off per year in 2023 and~~ 16 shifts off per year ~~in 2024~~ (Kelly Days) for the sole purpose of reducing hours. Upon completion of the draft annual schedule, the chief or deputy chief shall review and approve the schedule to ensure that the City has compliance with the Fair Labor Standards Act. The chief or deputy chief shall have the authority to adjust the calendar for compliance with FLSA in coordination with headquarters captains if necessary.

- 4.2.1 The City and the Union recognize that a minimum of eight hours off per twenty-seven day cycle is required for compliance. Therefore, employees included in this agreement may split into twelve-hour segments, three contracted twenty-four-hour days off (Kelly Days). Employees shall take the remaining Kelly Days off in twenty-four-hour shifts.
- 4.2.2 Employees shall be granted ~~15 Kelly Days starting in 2023 and~~ 16 Kelly Days ~~per year starting in 2024~~. See Appendix B for prorating Kelly Days for a partial year worked. Kelly Days shall not be cumulative and must be taken annually. Kelly days may be scheduled when the employee chooses as long as the employee has at least 12 hours off in each twenty-seven day cycle, and all Kelly day hours are zero at the end of the calendar year.
- 4.2.3 Employees shall receive working out of classification pay for replacing an employee who is taking any type of leave such as a Kelly Day, vacation, holiday, sick day etc.

- 4.2.4 When an “out of classification” (AOC) needs to be filled (either Engineer or Captain), it shall be filled in the following order. This shall be initiated after the next captain assessment center.
1. The individual on duty with the highest placement on the most recent civil service promotional list for the position that needs to be filled. (A person who trades onto another shift shall not “bump” an individual on that shift who is supposed to be working AOC). (Overtime will be filled per current labor management agreement.)
 2. If the on-duty shift has no employees on the civil service promotional list for the position that needs to be filled, the most senior person who is qualified to work in the position needing filled shall work in that position.

4.3 INCENTIVE PAY

Each employee qualifying for and receiving a State certificate as a paramedic shall receive an incentive pay increase equal to ~~ten~~ **eleven** percent **in 2025 and 12% starting in 2026** of the employee’s base rate at the time he or she so qualifies and notified the City. It is the employee’s responsibility for obtaining and maintaining a current State certificate to receive incentive pay. All incentive pay shall be calculated based upon the employee’s base rate of pay.

- 4.3.1 The City agrees to grant an incentive pay salary increase to I.V. Technicians, in an amount equal to two percent of the employee’s base rate. It is the employee’s responsibility for obtaining and maintaining a current State certificate to receive incentive pay.
- 4.3.2 Application of incentive pay **for EMS certification level** shall be limited to a single incentive rate per employee, and shall not be cumulative, even though an employee holds more than one certification.
- 4.3.3 The City agrees to grant an education incentive of 2% per month to an employee’s base pay who has completed and received ~~the an Associate’s degree. of Associate of Fire Science, Associate of Paramedicine, or other associate degree as approved by department administration.~~ Degree must be conferred by a State accredited college or university.
- 4.3.4 The City agrees to grant an education incentive of 4% per month to an employee’s base pay who has completed and received ~~the a Bachelor’s degree. of Bachelor’s of Fire Science, Bachelor’s of Paramedicine, Bachelor’s of Fire Service Administration, or other Bachelor’s degree as approved by department administration.~~ Degree must be conferred by a State accredited college or university.
- 4.3.5 **The Captain position will be 13% more than the top step FF salary effective January 1, 2025. See appendix A for salary schedule.**

- 4.3.6 The 3 officers with the longest tenure as a Captain will be assigned to the headquarters station and referred to as the Headquarters Captain. There will be a step added to the salary schedule for Headquarters Captain, which will be ~~3%~~ 4% more than Captain. When the Headquarters Captain is off duty, the Eastside Captain shall act out of class as the Headquarters Captain and receive the pay for the hours worked as the Headquarters Captain. See appendix A for salary schedule.
- 4.3.7 The City agrees to pay a 2% premium to the ~~six promoted engineers. There will be a step added to the salary schedule for engineer which will be 2% above top step FF person working in the position of engineer for the shift.~~ There will be one person per station per day assigned to this position, ~~this premium pay is only paid while the person is on duty.~~ When an employee acts as an engineer out of class, they shall receive the 2% premium for that shift only. See appendix A for salary schedule. The criteria for acting out of class will be specified in the engineer testing process.

4.4 EMERGENCY CALL-BACK

If an employee of the Fire Department is contacted to respond to an emergency, the employee shall respond as soon as possible, with regard to the safety of the employee and others. The Fire Chief or his designee shall decide whether to call back an employee or employees to respond to an emergency, and shall follow recognized department procedures. Upon leaving his or her residence to return to work after being called back to respond to an emergency, and employee shall be considered acting in the scope of his employment, but shall be compensated for no more than thirty (30) minutes of travel time to the station, at straight time.

- 4.4.1 Employees called back to duty shall be compensated at one-and one-half times the applicable hourly wage rate for time actually worked, calculated to the nearest one-quarter hour. An employee will receive a minimum of two hours pay at his or her base rate when called back to work.

4.5 SHIFT CHANGES

- 4.5.1 Shift exchanges may be allowed at the discretion of the Fire Chief or designee, so long as an exchange request is submitted at least twenty-four hours prior to the exchange. Exceptions to the twenty-four hour notice may be given in case of emergency.
- 4.5.2 In the event that an individual is involuntarily assigned to a new shift, the employee shall receive 24 hours of Comp time if the start of the new shift occurs during the scheduled 48 hours off of the previous shift. Vacation, holiday, Kelly days and compensatory time may not be used to satisfy the 48-hour requirement.

4.6 OVERTIME AND COMPENSATORY TIME

- 4.6.1 An employee will be paid one-and-one-half (1 ½) times his or her regular rate of pay (see Appendix A) for each hour worked outside the employee's regularly scheduled shift. Any training or meeting that an employee agrees to attend and which is authorized by the Fire Chief will result in compensatory time at one-and-one-half (1 ½) time.
- 4.6.2 Compensatory Time: Employees, at their option, may substitute "compensatory time off" in lieu of cash in accordance with department policy. An employee must cash out all compensatory time in excess of 48 hours earned at the end of the year. Employees may schedule compensatory time off at their request, provided that the staffing levels of the department, as determined by the Fire Chief or his designee, are met at the time of scheduling. Compensatory time off shall not be cancelled due to undue hardship on the employer.

ARTICLE 5 – WAGES

5.1 ~~2023-2024 2025-2027~~ WAGES

The classification of work and wage scales for employees covered by this Labor Agreement for the years ~~2023-2024 2025-2027~~ shall be set forth in Appendix "A" of this Agreement, which is hereby incorporated by reference.

Effective January 1, ~~2023 2025~~, all employees shall receive a CPI adjustment of ~~5%. 8% and a market adjustment of 2% for a total of a 10% wage increase.~~

Effective January 1, ~~2024 2026~~, the City shall raise the base wages of all members of local 315's bargaining unit shall receive 100% of CPI-U Olympia (June 2024-June 2025) with a minimum of 3.5% and maximum of 5%. All employees will also receive a 1% market rate adjustment on top of the CPI.

Effective January 1, 2027, the City shall raise the base wages of all members of local 315's bargaining unit shall receive 100% of CPI-U Olympia (June 2025-June 2026) with a minimum of 3.5% and maximum of 5%. All employees will also receive a 1% market rate adjustment on top of the CPI.

~~Captain Pay—The base rate of pay for a captain shall be 12% above the base pay of a step 5 firefighter.~~

5.2 SPECIAL ASSIGNMENT PAY

Employees working in one of the 5-step-plan positions, who are ordered by the Chief to serve temporarily in a Captain position, shall be compensated at the Captain's rate of pay. An employee ordered by the Chief to work temporarily in a lower classification shall receive his or her regular rate of pay.

5.3 DEFERRED COMPENSATION

Employees shall be afforded the option of entering into a retirement program governed by the Internal Revenue Code 457. Any such program shall be one of the City's existing deferred compensation programs. The City shall not be responsible for the costs incurred in the management of these deferred compensation accounts.

ARTICLE 6 – HOLIDAYS

6.1 Employees receive four (4) holiday shifts per year. If an employee chooses by September of the preceding year, in lieu of taking holiday leave, the employee may opt to be paid the equivalent of one (1) to four (4) shifts pay at the straight time rate. The holiday pay option will be included on the November month end paycheck. If an employee severs employment for any reason stated in section 3.2 prior to the holiday payment, the benefit will be prorated to the date of termination.

ARTICLE 7 – VACATIONS

7.1 Employees in the bargaining unit shall accrue vacation in accordance with the following schedule. Vacation leave is accrued but may not be taken until the employee has completed six months of continuous service.

COMPLETED YEAR	HOURS PER MONTH	HOURS PER YEAR	SHIFTS
0 through 4	10.00	120	5
5 through 9	14.00	168	7
10 through 14	18.00	216	9
15 through 19	22.00	264	11
20 or more	26.00	312	13

7.2 An employee must use vacation leave in increments of full shifts. Vacations shall be scheduled in advance and shall be approved by the Fire Chief or designee. Employees shall schedule their vacation days prior to January 1 of each year and are required to take all vacation earned.

ARTICLE 8 – SICK LEAVE

8.1 ACCRUAL AND USAGE

- 8.1.1 Sick leave shall accrue at the rate of one twelve-hour shift per month of consecutive and continuous employment, up to a maximum accrual of 1440 hours for use for any recognized sick leave. If a new hire on probation suffers an injury or illness which requires the employee to take an extended medical absence, the city will grant up to the maximum hours of sick leave earned, but not used during probation for use during the extended medical absence. An employee receiving a medical advance of sick leave will not accumulate or earn any additional sick leave after returning to work, until the employee has worked enough months to earn the amount of advanced sick leave taken during the medical leave.
- 8.1.2 Sick leave may be taken without a doctor's certification for one shift, but must have the approval of the Fire Chief or designee. If the employee uses sick leave for two or more consecutive shifts the Employee may be required to provide a written statement from the treating physician to the Fire Chief that states the employee has been seen by the physician and is able to return to full fire fighting and/or paramedic duties. Any written statement from a doctor that is intended to notify the employer that the employee is unable to work shall state at a minimum that the employee has been evaluated by the physician, that the employee is unable to perform his/her essential job duties and the estimated or approximate length of the absence or follow up evaluation by the physician
- 8.1.3 Employees may use sick leave to supplement workers compensation coverage in order to provide full regular pay.
- 8.1.4 Employees may use vacation or other earned compensatory time to supplement sick leave.
- 8.1.5 Sick Leave Defined – Sick Leave is defined as approved leave with pay while an employee is absent from work as a result of an injury or illness. Sick leave shall be granted for the following reasons:
- a. Personal illness or physical incapacity: or Enforced quarantine of the employee by a physician: or
 - b. Illness, medical or dental treatments within the immediate family of the employee (spouse, legal dependents, or parents) necessitating the employee's absence from work. If the employee's spouse returns home and assumes responsibility for the care of a sick child or dependent, the employee may return to work.
 - c. Medical Appointments: Employees shall attempt to schedule medical or dental appointments during off duty hours.

8.2 SICK LEAVE CASHOUT

- 8.2.1 Upon retirement, an employee shall be paid for unused sick leave at the rate of twenty-five percent (25%) of accrued sick leave up to a maximum of four-hundred-eighty (480) hours. This means that no more than one-hundred-twenty (120) hours (25% x 480 = 120) of accrued sick leave may be cashed out at retirement.
- 8.2.2 Employees who have attained a sick leave accrual of at least 480 hours shall have the ability to convert 48 hours of sick leave to 24 hours of vacation annually. Employees must notify the City of the intent to convert time prior to the end of the calendar year for use in the following calendar year.

8.3 PFML

- 8.3.1 When an employee has qualifying leave through Washington State Paid Family Medical Leave (PFML), the employee may choose to collect supplemental income from their accrued time off. If the employee requests supplemental income, the employee shall provide the City with their PFML benefit. The supplemental income plus PFML shall not exceed 100% of the employee's regular salary. The City agrees to label the income during PFML as supplemental income.

8.4 LIGHT DUTY

- 8.4.1 Employees who are off on a duty-related injury or illness shall be assigned to light duty work as the Employer may require (as outlined in RCW 41.04.520) if appropriate work is available and subject to the approval of the treating physician.
- 8.4.2 When an employee is unable to perform regular duties due to non-job-related injury or illness and the appropriate alternative work is available, the employee may request assignment to light duty tasks, subject to the approval of the treating physician.
- 8.4.3 Light duty assignments are of temporary duration only, do not create a position of employment, and are not to be considered permanent. The determination as to whether light duty work exists and the assignment of personnel rests solely with the Fire Chief or his/her designee.
- 8.4.4 Light duty assignments will be restricted to work approved by the employees treating physician in writing and to work directly related to the Fire Department. The employee shall provide the Fire Department with a release from the employee's treating physician detailing work restrictions while on light duty.
- 8.4.5 Employees assigned to light duty will not be scheduled to work in excess of a forty (40) hour work week. The number of hours will be agreed to between the employee, the Local and the Fire Chief, and will be consistent with any restrictions imposed by the employee's treating physician. The work schedule for personnel assigned to light duty will normally be Monday through Friday from

0800 to 1700 hours with a one (1) hour break for lunch. If the Fire Chief, the Local and the affected employee agree, with the approval of the employee's treating physician, an alternative flexible work schedule may be arranged that totals the number of hours offered by the Fire Department for the work week. The work week will be defined as Sunday through Saturday.

- 8.4.6 **If an employee wants to take vacation or holiday time while on light duty, they may take that time in increments that match the work schedule that has been mutually agreed upon. If the employee takes Holiday or Vacation leave while on light duty and is unable to reschedule the time off they earned that calendar year, the employee will be required to cash out the leave at the end of the year.**

ARTICLE 9 – BEREAVEMENT LEAVE

9.1 When death occurs to a member of the employee's immediate family, the employee shall be granted the necessary time off, not to exceed two shifts. In special circumstances, the chief may grant additional time off.

9.2 Members of an employee's immediate family are limited to the employee's spouse, sons, daughters, mother, father, brothers, sisters, step-children and step-parents, grandparents, grandchildren, or like relatives of the employee's spouse.

ARTICLE 10 – JURY DUTY AND WITNESS DUTY

10.1 JURY DUTY

An employee called for jury duty shall be compensated at his or her regular straight time rate for the actual hours lost from work, but shall remit to the City the jury fee received from the Court.

10.2 WITNESS DUTY

A member of the Hoquiam Fire Department who is subpoenaed to be a witness or give a deposition as a representative of the City on his or her day off shall be paid at the rate of the one-and-one-half times his or her regular rate of pay (See Appendix "A"). However, if the person receives a witness fee, the fee shall be returned to the City.

ARTICLE 11 – HEALTH AND WELFARE

11.1 DENTAL BENEFIT

For the term of this agreement, the employer will pay the full premium for a dental plan with at least the same level of benefits as in effect December 31, 2013, for each Employee. This plan covers employees and all dependents.

11.2 VISION CARE BENEFIT

For the term of this agreement, the Employer will pay the full premium for a vision care plan. This plan covers employees and all dependents.

11.3 MEDICAL BENEFIT FOR EMPLOYEES AND DEPENDANTS

The City will provide the NWFFT medical plan to all bargaining unit members and their dependents and to all LEOFF 1 retirees. The City will pay all premium and medical costs for the LEOFF 1 retirees. The City will also pay on behalf of all bargaining unit members and their dependents an aggregate amount of ~~\$1,988.62~~ \$2232.31 per member/month for ~~2023~~ 2025 into the NWFFT, who will manage the employee medical plans. Employees and the NWFFT will be responsible for plan choices and all issues surrounding their medical plan coverage. For the remainder of the time period when this agreement is applicable, the City will pay the ~~2023~~ 2025 aggregate amount towards premiums referenced above plus a maximum increase of 6% per year on the medical plans. Any increase over 6% will be paid by the employees.

ARTICLE 12 – LIFE INSURANCE

12.1 The City shall provide \$75,000.00 Life Insurance protection for each member of the bargaining unit.

ARTICLE 13 – UNIFORM ALLOWANCE

13.1 All uniforms and protective clothing required to be worn by an employee shall be purchased by the City. The City will supply each new employee with two new shirts, two new pants, one belt, one pair of shoes, two badges, one new jacket, two pairs of socks, and other required clothing for the new employee. All other employees shall receive an annual uniform clothing allowance of up to a maximum of ~~three-hundred-fifty dollars~~ \$900 over the two year budget cycle to purchase clothing as specified in the Hoquiam Fire Department Policy Manual. The Chief may require employer supplied uniform items being replaced or those in the possession of the employees terminating their employment to be turned back to the City if in the Chiefs judgment they aren't salvageable.

ARTICLE 14 – ACCIDENT OR INJURY REPORT

14.1 It is the responsibility of the employee to report all injuries, regardless of severity, to the officer in charge, whom shall write a report during the shift, and file it with the Chief or designee within twenty-four hours.

ARTICLE 15 – TRANSFERS

15.1 The City agrees to pay a ten dollar meal allowance to an employee when making out-of-town transfers outside of Grays Harbor County.

15.2 Out of Town Transfers

On-duty crew will be used to fill transfers when there are 6 or 7 personnel on duty between the hours of 0800 and 2000, after all off duty personnel have been attempted. Officer's discretion shall be used to determine if on duty personnel are available and/or if there may be a safety concern in utilizing on duty personnel. The parties will bargain and agree upon a policy that will provide guidance to Officers regarding the manner in which they should exercise their discretion as referenced above.

ARTICLE 16 – Retention Incentive

In addition to the rates of pay identified in APPENDIX A, each regular full-time employee shall receive retention pay as follows:

Years of Service	Per Month
After 5 Years	\$100
After 10 Years	\$125
After 15 Years	\$175
After 20 Years	\$225

ARTICLE 17 – PHYSICALS

17.1 All new employees, including those rehired, shall have a physical examination prior to their employment. All new employees shall meet the requirements necessary for employment equivalent to LEOFF II standards of the State of Washington and mental and physical examinations as required by the Civil Service Board.

ARTICLE 18 – GRIEVANCE

18.1 A grievance means a dispute or disagreement raised by an employee of the bargaining unit against the City. Grievances shall be limited to those disputes or disagreements involving the interpretation and application of the provisions of this agreement, including an established custom or practice of benefit to the employees, initiated by the department that arises under this agreement.

18.2 Grievances shall be processed and settled in the following manner. Failure of the grievant to meet the time limits established in this article shall bar any further action on the grievance.

STEP 1. The employee, group of employees, and/or Union representative, who have an alleged grievance, shall present the grievance to the employee's immediate supervisor within ten calendar days of its occurrence or the date the employee should have reasonably known of its occurrence. The supervisor shall only attempt to resolve grievances within the supervisor's immediate control and shall notify the Chief of all grievances filed. If the immediate supervisor cannot resolve the grievance or if it is outside his or her control then he or she shall submit, in writing, his or her decision to the employee within seven calendar days. If not resolved, the grievance shall proceed to STEP 2.

STEP 2. If the grievance was not resolved in STEP 1, the employee, group of employees, or the Union shall submit the grievance in writing within five calendar days after the supervisor's decision to the Fire Chief and the Union Grievance Committee. The Fire Chief shall attempt to resolve the grievance within seven calendar days after it's been presented in writing. The written statement shall include the section(s) of the agreement allegedly violated, the facts as known, and the remedy sought. If the Chief is unable to resolve the grievance, the Chief shall notify the Union in writing and the grievance shall proceed to STEP 3.

STEP 3. If the grievance was not resolved in STEP 2, the employee may refer the grievance in writing together with all other pertinent material to the City Administrator, or if there is no City Administrator, to the Mayor, within five calendar days after the Chief notifies the Union that the grievance cannot be resolved. The Administrator or Mayor shall notify the Union in writing of the decision of the City within ten calendar days.

STEP 4. If the Union and the City Administrator or Mayor fail to reach a satisfactory adjustment within twenty (20) days after the reply of the City Administrator or Mayor is due, either party may refer the matter to a neutral third party who shall serve as an impartial arbitrator. In the event the City and Union are unable to agree upon the neutral third party, the parties shall petition the Federal Mediation Service ("FMCS") or the American Arbitration Association ("AAA") to submit a list of five names of qualified arbitrators from which the parties shall alternately strike names until only one name remains. If neither agency provides an acceptable list, the Washington Public Employment Relations Commission ("PERC") will be requested to supply a list. The right to strike first shall be determined by the flip of a coin. The remaining name shall serve as the impartial arbitrator who shall conduct a hearing and issue a decision which shall be final and binding upon all parties to the dispute. The arbitrator may only render a decision on issues addressed within this Agreement.

18.3 Each party shall bear the expense of presenting its own case. The expenses of the arbitrator shall be barn equally by the City and the Union.

18.4 If the City is the grieving party, the City shall submit the grievance in writing to the Union President. The same time limits and procedures as specified above shall apply except the roles of the Union and the City shall not be reversed.

18.5 At the employee's option, when jurisdiction is concurrent, the employee may elect to process appeals either through the Civil Service Commission or the grievance procedure and binding arbitration but may not appeal to both.

ARTICLE 19 – MANAGEMENT RIGHTS

19.1 The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities and the powers of authority which the City possesses, including:

- (a) To direct and supervise all operations and functions;
- (b) To manage and direct the work force;
- (c) To determine the methods, processes, locations and manner of performing work;
- (d) To determine reasonable schedules of work;
- (e) To purchase, dispose of, and assign equipment and supplies;
- (f) To determine the need for a reduction or an increase in the work force;
- (g) To establish, revise, and implement standards for hiring, classification and promotion in accordance with the Civil Service Rules, quality of work, safety, materials and equipment; and
- (h) To implement new, and to revise or discard wholly or in part, methods, procedures, materials, equipment, facilities, and standards.

19.2 The City has the right to schedule work as required in a manner most advantageous to the City and consistent with the requirements of municipal employment and public interest.

19.3 It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee.

ARTICLE 20 – DEPARTMENTAL CHANGES

20.1 The Union agrees that its members shall comply with all Fire Department rules and regulations, S.O.P.s, basic policies and procedures, including those relating to

conduct and work performance. The City agrees that any of the above that affect wages, hours or working conditions are part of this agreement and subject to the grievance procedure. Changes in the rules and regulations, S.O.P.s, basic policies and procedures that affect wages, hours or working conditions are mandatory subjects of bargaining and shall be bargained between the City and the Union prior to their implementation. All changes in the rules and regulations, S.O.P.'s, basic policies and procedures shall be submitted to the Mayor for final approval.

ARTICLE 21 – DRUG AND ALCOHOL POLICY

21.1 PURPOSE AND INTENT

The City and the Union recognize that they have a mutual obligation to ensure a safe and healthy work environment. This policy is instituted to assure that the workplace be free of employees whose job performance may be impaired by the abuse of alcohol or other drugs.

The City recognizes that alcohol and other drug abuse are treatable illnesses and to the extent possible, the employer's response to these illnesses should be to encourage treatment and rehabilitation. The employee and the Union recognize that consumption of alcohol or other drugs to the point that employees are unable to perform their jobs safely and effectively will not be tolerated. The City and the Union recognize that when an employee places himself or herself in a situation in which the employee's job performance is impaired by alcohol or other drugs that it is the responsibility of the parties to prevent endangerment of the employee, fellow employees, and/or the public.

The City recognizes the employee's concerns for their personal privacy and therefore agrees that discovery testing for alcohol and other drugs may be used only in cases in which there are questions of impaired job performance, reasonable suspicion of abuse is evidenced, or if an accident involving property damage to city property or serious physical injuries occurs while on duty. However, the City may use pre-employment discovery testing in any case.

The City and the Union recognize that the use of a substance abuse treatment program does not replace normal disciplinary procedures for unsatisfactory job performance.

21.2 DEFINITIONS

21.2.1 Reasonable Suspicion – Means specific, articulable observations by a supervisory employee concerning the work performance, appearance, behavior, or speech of the employee.

21.2.2 Impaired – Means that an employee has a detectable level of alcohol or drugs in the employee's blood or urine or a noticeable or perceptible impairment of the employee's mental or physical faculties.

21.2.3 Prohibited Drugs – Means all forms of narcotics, depressants, stimulants, hallucinogens, cannabis, or other controlled substances as defined by Chapter 69.50.101 RCW, whose sale, purchase, transfer, use, or possession is prohibited or restricted by law.

21.2.4 Over-the-counter Drugs – Means those drugs that are generally available without a prescription from a medical doctor and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform his or her duties.

21.2.5 Prescription Drugs – Means those drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed medical practitioner/physician or dentist.

21.2.6 Discovery Testing – Means any testing done prior to employment or as a result of reasonable suspicion as defined by this policy. Testing include blood and urine screening for alcohol or other drugs. After July 1992 a conditional job offer must be made prior to drug test.

21.3 PROCEDURE

Reporting for work under the influence of alcohol or other drug, or the use, sale or possession by an employee of alcohol, a prohibited drug, a drug not medically authorized, or other drug that impairs job performance or poses a hazard to the safety and welfare of the employee, fellow employees, or the public is strictly prohibited and will result in immediate disciplinary action, which may include termination. It is the goal of this policy to prevent and rehabilitate, rather than terminate the employment of workers who are abusing alcohol or other drugs. Therefore the following procedure shall be followed:

21.3.1 Each employee shall report the use of medically authorized drugs or other substances which can impair job performance to his or her immediate supervisor and provide proper written medical authorization from a physician to work while using the authorized drugs. It is the employee's responsibility to determine from the physician whether the prescribed drug would impair his or her job performance. Failure to report the use of such drugs or other substances, or failure to provide proper evidence of medical authorization may result in disciplinary action.

21.3.2 If there is reasonable cause to believe that an employee's job performance may be impaired by alcohol or other drugs, the employee's supervisor shall question the employee with regard to the behavior. The supervisor shall directly observe the employee's behavior and document the behavior in writing. Indications of impaired behavior include but are not limited to the following: staggering or irregular gait, the odor of alcohol on the breath, slurred speech, dilated or constricted pupils, inattentiveness, listlessness,

hyperactivity, performance problems, illogical speech and thought processes, poor judgment, or unusual or abnormal behavior.

21.3.3 When possible, a second managerial employee shall also observe and document the employee's behavior to verify that there is a reasonable suspicion that alcohol or other drug consumption may be involved. The supervisor or appropriate manager shall determine whether the employee's behavior is impaired to the point of being unable to perform his or her duties and place on a suspension with pay status until a clear determination can be made by the appropriate manager as to the abuse or non-abuse of alcohol or other drugs. Under no circumstance will an employee be allowed to operate equipment or drive a motor vehicle when it reasonably appears that his or her ability has been impaired.

21.3.4 If it is concluded that there is a reasonable suspicion that alcohol or other drug consumption is involved, the supervisor or appropriate manager shall have a drug or alcohol test administered. The employee must sign a consent form before testing may be conducted. Failure of an employee to take the test(s) shall result in the employee's immediate termination. The City may also have the employee undergo a physical examination at the City expense and the time that the drug or alcohol test is administered. The test(s) must be conducted within a reasonable time period after the observation of the problem behavior.

21.3.5 If the test is negative, the employee shall be counseled by the physician and returned to work, if appropriate to the medical diagnosis, with no loss of pay or benefits. Where appropriate, a signed physician's release may be required by the City before the employee returns to work. Time lost due to an illness will be charged to sick leave. If the behavior that led to the initial investigation is not due to substance abuse but continues to hinder job performance, the City may require the employee to undergo further medical evaluation.

21.3.6 In cases in which immediate termination is not warranted, the employee may use accumulated sick leave or vacation, if any is available, or he or she will be placed in an unpaid rehabilitation leave status. The employee shall be evaluated and a recommended appropriate treatment shall then be arranged. Where appropriate, the employee shall be referred to a treatment program agreed upon by the Union and the City. Once the inpatient part of the program has been completed, the employee may be re-employed only with a written release from the treating or primary physician. When prescribed by a physician or rehabilitation program, drug testing may be included as part of that treatment program. An employee who is returned to work as provided for under this procedure who fails to comply with any of the terms of an agreed upon treatment or return-to-work agreement may be terminated.

21.3.7 When a test is taken, the laboratory shall take a large enough sample to allow a second and third test to be performed on the same sample. If the test is positive, the employee may request a second test be performed on the same urine

or blood specimen. If the first and second tests result in inconsistent findings, a third test shall be performed to verify the results. If the test is positive the employee may be terminated, depending upon the circumstances of the situation. Circumstances warranting an immediate termination include incidents in which the employee's impairment resulted in loss of life, serious injury to self or others, the serious loss or damage of property, or an incident of parallel magnitude.

21.3.8 An employee who is the subject of an investigation related to substance abuse may have a Union representative or other employee present during the investigative procedures outlined above. Disciplinary actions taken by the City under this procedure shall be subject to the grievance procedure of the respective Labor Agreement or established policy.

21.3.9 The City shall utilize both urine and blood tests for verification. The "enzyme-immunoassay" (EMIT) and "gas chromatography-mass-spectrophotometry" (GC-MS) test method shall be used in a laboratory agreed upon by the Union and the City. The City shall pay for the costs of all tests. Medical examinations carried out under this procedure when not completely covered by Health & Welfare benefits shall be the responsibility of the employee. The City shall maintain confidentiality of test results to the extent possible.

21.3.10 Once an employee completes rehabilitation and follow-up care and no re-occurring incidents have taken place for two years, the record of treatment and positive test results will be retired to a "closed" medical record and the employee will be given a fresh start with a clean administrative record.

21.3.11 The Union and the City shall work cooperatively to facilitate the resolution of problems that arise under the administration of this policy. When appropriate, the employee, the Union and the City shall enter into joint agreements that establish the form of rehabilitation and the conditions that will be imposed for the return of an employee to the work place.

21.4 RIGHT OF APPEAL

Each employee has the right to challenge the results of drug testing per Civil Service Rules, or appropriate grievance procedures as outlined in the Union Contract. Employees not covered by union contract may appeal the decision to the Mayor.

21.5 CONFLICT WITH OTHER LAWS

This policy shall not supersede or waive an employee's Federal or Constitutional rights.

21.6 HOLD HARMLESS

The employer shall be solely liable for any legal costs or obligations arising out of the actions of the City related to the drug/alcohol testing policy. The Union shall be held harmless for the violation of any worker's rights arising from the administration of the testing program.

ARTICLE 22 – DISCIPLINE AND DISCHARGE

1.0 Scope and Purpose

- 1.0 The purpose of disciplinary action is twofold: first, disciplinary action is taken to correct the conduct of personnel who fail to meet established standards; second, discipline is meant to modify behavior to achieve the goals and objectives of the individual and/or the organization.

2.0 Definitions

- 2.1 **City Administrator.** The City Administrator is responsible for human resource-related administrative duties, including specific discipline responsibilities.
- 2.2 **Discipline.** Any supervisory action designed to: correct conduct to meet established standards; modify behavior in order to achieve the goals and objectives of the individual and/or the organization.
- 2.3 **Due Process.** The procedure guarantees that no person receives prejudicial, unfair, or unequal treatment, and which ensures that employees are given fair and adequate notice of the charges against them and an opportunity to respond to those charges.
- 2.4 **Extenuating Circumstances.** Circumstances that diminish the responsibility or fault of the one who has committed an offense and so can be considered to mitigate (to make less harsh or severe) the punishment.
- 2.5 **Insubordination.** Disobeying, defying, or failing to comply with a reasonable order, failing to perform a task, engaging in conduct with a reasonable order, failing to perform a task, or engaging in conduct that is otherwise insubordinate.
- 2.6 **Misuse of Authority by Supervisors.** The incorrect or improper use of the authority granted to supervisors, such as ordering a subordinate to commit an action that is contrary to known regulations, is improper or illegal.
- 2.7 **Officer/Supervisor.** The Supervisor who is responsible for the imposition of the disciplinary action. Depending upon the extent or degree of the infraction, this may be the immediate supervisor or a higher-ranking officer. All supervisors involved in a disciplinary investigation have the responsibility to ensure that due process is followed.
- 2.8 **Weingarten Rights.** The right of an employee to have a Union representative present at a meeting with the City if the employee has a

reasonable expectation that he/she may receive disciplinary action.

- 2.9 **Garrity Rights.** The right of an employee from being compelled to incriminate themselves during investigatory interviews conducted by the City. It is imperative that during an investigatory process, the investigator ask questions directly related to any policy, rules, or regulations that an Employee may have violated.

3.0 **Progressive Discipline**

- 3.1 Progressive Discipline is a system of discipline where the penalties, or disciplinary actions, increase upon repeat occurrences and consist of a series of steps. Any one of the steps may be modified as the circumstances surrounding the infraction dictates. The Progressive Discipline process includes coaching, counseling, training, and these disciplinary steps:
Oral Warning: An oral warning between the employee's supervisor and the employee on the subject of the employee's conduct and performance or his/her failure to observe a rule, regulation, or administrative instruction. It is intended to increase an employee's efficiency and value to the City by changing the employee's conduct, attitude, habits, or work methods. Following the oral warning, the supervisor shall document the oral warning.
Written reprimand. Written discipline that is documented on the appropriate form.
Suspension. Discipline that includes a quantity of time off-duty without pay.
Demotion. Discipline that lowers a person's rank or pay status.
Termination. Ending employment.

- 3.2 Any one or more of the following progressive discipline steps may be used with subordinates, for cause by any supervisor at the following ranks (Note: Coaching, Counseling, and Training is not a disciplinary action):

Captain:

- Coaching, counseling, and training
- Oral Warning

Fire Chief or his/her designee

- Coaching, counseling, and training
- Oral Warning
- Written reprimand
- Suspension without pay
- Demotion/reduction in pay
- Termination

4.0 **Supervisor/Management Responsibilities**

- 4.1 All officers and supervisors shall afford equal and impartial treatment to their subordinates without favoritism or injustice. Officers shall not attempt to deprive any member of merit or recognition or to knowingly shield a member from disciplinary action required as a result of

his/her incompetence, misconduct, or negligence.

4.2 Supervisors should provide the employee with a full explanation of the nature of the allegations against the employee. Employees should be specifically informed of:

- i) the conduct being investigated and,
- ii) the specific rules that the conduct is alleged to violate.

4.3 **Performance Improvement Plan (PIP)**

The Performance Improvement Plan is not disciplinary action. It is a plan produced by Fire Chief, and/or his/her designee and deals with minor issues of performance or behavior. It may also allow for communication and clarification of expectations and feedback for minor first-time offenses that are either not worthy of disciplinary action or are a matter of less-than-satisfactory performance. A PIP may be as simple or as complex as the circumstances warrant. The PIP allows the employee to receive more formalized expectations. It also provides the supervisor with documentation of the expectations provided to the employee. It is, by design, intended to help an employee improve and a method to prevent disciplinary action. If the expectations agreed upon by management and employee are not met, it may result in disciplinary action.

4.4 **Corrective Action Plan (CAP)** Following any disciplinary action, of written or greater, the Fire Chief and/or his/her designee shall develop a Corrective Action Plan with subordinates, a CAP is implemented in conjunction with disciplinary action. The issuing party may inform the City Administrator through the chain of command when a CAP is developed and implemented. A CAP describes in detail the problem for which the employee was disciplined, expectations for improvement, timelines, action steps the employee and the Fire Chief or Assistant Fire Chief will take, resources available, the ultimate outcome if the problem is not satisfactorily corrected as stated in the plan, and further potential disciplinary action. Since all Corrective Action Plans have a set time frame to improve performance and/or change behavior, documentation is required at the end of that time frame. Employees will be notified when the Corrective Action Plan is no longer in effect. The CAP should contain:

- List of deficient competencies or behavior modifications desired.
- Outline of desired outcome/goals and objectives.
- An action plan for achieving goals and objectives.
- Monitoring of progress.
- Frequency of monitoring/timeline.
- Specific consequences for failure to achieve goals.

5.0 **City Administrator Responsibilities.** It shall be the responsibility of the City Administrator to ensure compliance with the Discipline Policy. Specific

duties will include:

1. Maintaining records of disciplinary actions.
2. Maintaining copies of Performance Improvement Plans and Corrective Action Plans.
3. Direct assistance to supervisors.
 - a. when requested for verbal and written reprimands.
 - b. required for all other disciplinary actions.
4. Ensure due process safeguards are implemented.

6.0

Due Process

- 6.1 Prior to the administration of any disciplinary action, the procedural safeguards of due process shall be provided.

6.2

Investigations

- 6.2.1 It shall be the responsibility of the officer/supervisor to ensure a complete, impartial, and appropriate investigation has taken place prior to the administration of any disciplinary action.

- 6.2.2 Investigations of incidents shall begin with the officer/supervisor ensuring the proper disposition of affected personnel. Actions to be considered, depending upon the circumstances, may include:

- Reassigning personnel
- Placing personnel on paid administrative leave pending investigation by the Fire Chief or his/her designee.

- 6.2.3 All employees who witness an act that may result in disciplinary action may be required to provide a written narrative of the act. Directives for these narratives will be issued by the investigator and shall include a due date/time. The narrative will contain the following:

- Activity that the witness was engaged in when the act occurred.
- A concise description of the events leading up to the act, the act, and events occurring after the act.
- A complete list of witnesses - employees, volunteers, and private citizens.
- Signature and printed name of the person writing the narrative.

- 6.2.4 Witness Interviews. Interviews of witnesses shall be conducted as soon as is practicable. The investigator will, to the extent possible and within reason, provide notice to the person to be

interviewed.

6.2.5 Interviews of the Subject with Potential Discipline. Interviews of the person who is the subject of the investigation shall be in accordance with the following:

- The investigator shall provide reasonable notice to the person of the date and time of the interview.
- The notice to the employee shall contain the details of the incident, which will be discussed at the interview.
- An employee being interviewed which may result in disciplinary action has certain rights to union representation under a decision of the US Supreme Court known as the Weingarten Decision. These include the right of the employee to request a union representative be present at the interview, and that the employee and union representative be provided time for consultation prior to the interview. The union representative may provide guidance to the employee in answering questions during the interview.
- If the person chooses to exercise his or her rights under the Weingarten Decision, reasonable time shall be allowed for a union representative to make arrangements to be present.
- When interviewing any witnesses, the Investigator shall do it in a manner not to embarrass the employee being investigated and shall only release material regarding discipline if it is needed to conduct the investigation.

6.2.6 No employee may refuse to answer questions during an interview. The only exception is that provided by the Fifth Amendment to the United States Constitution. If an employee has a reasonable belief that information, he or she provides in an interview may implicate him or her in a criminal act, he or she may refuse to answer a question and must state their reason (Fifth Amendment right). This right of refusal to answer a question applies only to self- incrimination in a criminal act and does not apply to any violation of a regulation, policy, order, or guideline at the City of Hoquiam.

6.2.7 The investigator shall conduct the interviews. The City Administrator may attend the interview if they so choose.

6.2.8 The investigator shall be responsible for gathering, securing, and documenting evidence, including photographs.

6.3 Contacting Law Enforcement

6.3.1 During the investigation, if the investigator determines or suspects a criminal act may have occurred, he/she will immediately suspend the disciplinary investigation and contact the City Administrator.

6.3.2 The City Administrator shall communicate the findings of the investigator to the Fire Chief or his/her designee who will

make the determination to involve law enforcement representatives.

6.3.3 The City's investigation will not resume until law enforcement has declined to prosecute an individual.

6.3.4 If law enforcement determines the incident to be a criminal act, the City retains the right to impose disciplinary action on involved personnel pursuant to City policy.

6.4

Conclusion of Investigation

6.4.1 At the conclusion of the City's investigation, a determination shall be made concerning the appropriate disciplinary action. For disciplinary actions beyond written reprimands, the due process shall include:

- Written notice to the affected employee of the intended disciplinary action.
- The date the action will take place and conclude, if applicable.
- All specific grounds and facts upon which the action is based shall be presented to the employee. This information should be provided early enough in advance so that the employee can provide a meaningful response; at a minimum of 48 hours prior to a Loudermill Hearing. The member shall have the opportunity to respond to the charges either orally or in writing.

6.4.2 A report of the offense and penalties imposed shall be recorded in the member's personnel file.

6.4.3 At the conclusion of the City's investigation, a report of the findings of the investigation shall be completed by the investigator. Included with this report will be a summary page titled Findings Recommendation. The Finding Recommendation will include one of four categories:

1. **UNFOUNDED:** The investigation indicated that the act(s) complained of did not occur or did not involve the department as alleged.
2. **EXONERATED:** The investigated acts did occur, but were justified, lawful, and proper.
3. **NOT SUSTAINED:** The investigation failed to discover enough evidence to clearly prove or disprove the allegation made in the complaint.
4. **SUSTAINED:** The investigation disclosed sufficient evidence to clearly prove the allegation made in the complaint.
5. **NOT INVOLVED:** The investigation established that the individual accused was not involved in the alleged incident.

The determination shall be made concerning the appropriate disciplinary action based on this report.

7.0

Documentation

7.1 All officers and supervisors are responsible for properly and completely documenting personnel behavior. Notations of coaching, counseling, training or oral warnings shall be documented.

7.2 Documentation of disciplinary actions beyond that of coaching, counseling, and training shall be placed in the member's personnel file per the City Personnel Policy. No documents shall be removed from personnel files once the documents have been officially included.

7.3 When three years have passed after issuing an oral warning, the City shall not consider the reprimand in any personnel decisions, including disciplinary, assignment, and promotional decisions. When five years have passed after the issuance of a written reprimand, the City shall not consider the reprimand in any personnel decisions, including disciplinary, assignment, and promotional decisions. When seven years have passed after the issuance of a suspension, the City shall not consider the suspension in any personnel decisions, including disciplinary, assignment, and promotional decisions.

8.0 Imposition of Disciplinary Action

8.1 Upon completion of the investigation, the Fire Chief shall weigh the evidence, review the case with the City Administrator as appropriate, and determine the appropriate disciplinary action. The findings of that Fire Chief shall be conclusive. No member shall be charged or tried by another officer for the same offense.

8.2 Disciplinary action shall commence within twenty (20) calendar days after the time the officer or supervisor became aware of the offense; provided, however commencement of disciplinary action may be delayed (a) if the member is on leave or vacation, but disciplinary action shall commence within ten (10) calendar days of the day he/she return to work; and (b) if, pursuant to Section 6.3, the City suspends its investigation to await the completion of a law enforcement investigation, but disciplinary action shall commence within ten (10) calendar days of the date the City is notified of the law enforcement's decision either not to prosecute or that an incident was a criminal act.

22.1 ~~JUST CAUSE~~

~~No employee shall be disciplined except for just cause. Verbal reprimands, warnings, or counselings are not considered formal discipline and shall not be subject to the grievance procedure.~~

22.2 ~~IMPLEMENTATION~~

~~—If an occasion arises to discipline an employee, it shall be done, if practical, in a manner not to embarrass the employee. More specific policies and procedure regarding~~

~~discipline shall be those contained in the Administrative Disciplinary Guidelines on page 30 of the H.F.D. Policy and Procedures Manual. In cases of conflict between the agreement and the Policy and Procedures Manual, this agreement shall prevail.~~

~~22.3 DUE PROCESS~~

~~———— In the event the City believes an employee may be subject to discipline greater than a verbal reprimand, the following due process procedure shall be used:~~

- ~~(a) — The employee shall be notified of the charges or allegations that may subject him or her to discipline;~~
- ~~(b) — The employee shall be notified of the disciplinary sanctions being considered;~~
- ~~(c) — The employee will be given an opportunity to refute the charges or allegations either in writing or orally at an informal hearing; and~~
- ~~(d) — At the employee's request and upon notice to the employer, the employee will be allowed to association and/or legal representation at the informal hearing.~~

~~22.4 JUST CAUSE STANDARDS~~

~~———— For the purposes of this agreement, just cause shall be determined in accordance with the following guidelines:~~

- ~~(a) — The employee shall have warning of the consequences of his or her conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person;~~
- ~~(b) — If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, with variations allowed based on the actual situations of the alleged misconduct;~~
- ~~(c) — The City must conduct a reasonable investigation;~~
- ~~(d) — It must be determined by a preponderance of the evidence that the employee in fact committed the alleged misconduct or act;~~
- ~~(e) — The discipline must be appropriate and applied in an evenhanded manner based upon the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operations; and~~
- ~~(f) — The employee's past employment record shall be considered, if appropriate, based upon the severity of the act.~~

ARTICLE 23 – APPRENTICESHIP

23.1 An individual acting in fire suppression and/or emergency medical services in the City of Hoquiam shall enroll in and complete the State of Washington apprenticeship training program for firefighter/paramedics.

ARTICLE 24 – RETENTION OF BENEFITS

24.1 Any changes pertaining to wages, hours, and working conditions, except as otherwise provided in this agreement, shall be established through the negotiation procedure in accordance with the provisions of Chapter 41.56 RCW.

ARTICLE 25 – SEVERABILITY AND SAVINGS

25.1 If any portion of this agreement is held invalid by operation of law or a tribunal or competent jurisdiction, or if compliance or enforcement of a provision is restrained by the tribunal pending a final determination as to its validity, the remainder of this agreement as it relates to persons or circumstances other than those held invalid shall not be affected. If a provision of this agreement is held invalid or enforcement of, or compliance with has been restrained, the City and the Union shall enter into immediate collective bargaining negotiations upon the request of either party to arrive at a mutually satisfactory replacement for the provision during the period of invalidity or restraint. If the City and the Union fail to reach an agreement on a replacement of the provision, the dispute shall be submitted to the grievance procedure for final resolution.

ARTICLE 26 - STATION SURVEILLANCE/CLOSED CIRCUIT TELEVISION

26.1 Due to problems with crime, fire stations owned by the City of Hoquiam may have closed circuit television (CCT), and other surveillance or monitoring devices. Recognizing the purpose of this surveillance or monitoring technology is not to intrude upon employee privacy, the City of Hoquiam and IAFF Local 315 mutually agree not to use security- monitoring data to initiate disciplinary investigations or actions or as an independent basis for disciplinary action. Data from any CCT, surveillance, or other monitoring device, may only be used in the resolution of citizen complaints and criminal investigations.

ARTICLE 27 – DURATION

27.1 This Agreement is effective January 1, ~~2023~~ 2025 and shall remain in full force and effect through December 31, ~~2024~~ 2027, and shall remain in effect during the course of negotiations on a successor Labor Agreement. The parties shall attempt to commence negotiations on proposed amendments to this Agreement which would become effective following the expiration of this agreement, by no later than August 1, ~~2024~~ 2027.

Dated this ~~14th day of November 2022~~.

SIGNED:

CITY OF HOQUIAM

By _____
Ben Winkelman, Mayor

ATTEST:

By _____
Corrine Schmid, Finance Director

SIGNED:

Central Grays Harbor Professional Firefighters, IAFF LOCAL NO. 315 Hoquiam Unit

By _____
Ryan Cline, IAFF Local 315 President

ATTEST:

By _____
Derek Jensen, IAFF Local 315 Vice President

By _____
Andy Polmateer, IAFF Local 315 Hoquiam Unit VP

IAFF 315 CONTRACT

APPENDIX "A"

Monthly Salaries Effective January 1, ~~2023~~ 2025

1. Starting Firefighter	\$6,006
2. 12 Month Firefighter	\$6,561
3. 24 Month Firefighter	\$7,033
4. 36 Month Firefighter	\$7,225
5. 48 Month Firefighter	\$7,526
6. Engineer	\$7,677
7. Captain	\$8,504
8. HQ Captain	\$8,844

Monthly Salaries Effective January 1, ~~2024~~ 2026

Effective January 1, 2026, the City shall raise the base wages of all members of local 315's bargaining unit shall receive 100% of CPI-U Olympia (June 2024-June 2025) with a minimum of 3.5% and maximum of 5%. All employees will also receive a 1% market rate adjustment on top of the CPI.

Monthly Salaries Effective January 1, ~~2024~~ 2027

Effective January 1, 2027, the City shall raise the base wages of all members of local 315's bargaining unit shall receive 100% of CPI-U Olympia (June 2025-June 2026) with a minimum of 3.5% and maximum of 5%. All employees will also receive a 1% market rate adjustment on top of the CPI.

IAFF 315 CONTRACT

APPENDIX “B”

Kelly Days will be calculated using the following formula:

$$\begin{aligned} & \text{Current Hours of Work} \\ \text{Days a year / Platoons} = \text{Shifts} - \text{KDays} &= \text{Shifts Worked} \times \text{Hours} = \text{Hours per year} / \text{weeks} = \text{hours per week} \\ 365 / 3 = 121.67 - 16 &= 105.67 \times 24 = 2,536 / 52 = 48.77 \end{aligned}$$

Kelly Days will be prorated for employees working a partial year using the following formula:

$$\begin{aligned} & \text{Current Hours of Work} \\ \text{Days Remaining} / 7 \text{ days/week} &= \text{weeks} \times 7.35 = \text{hours} / 24 \text{ hours per day} = \text{Kelly days rounded up in year} \end{aligned}$$

ORDINANCE NO. _____

AN ORDINANCE amending the compensation of all employees of the Hoquiam Fire Department for the City of Hoquiam from and after January 1, 2025; and amending the compensation of the City Mechanic for the City of Hoquiam from and after February 1, 2025.

THE CITY COUNCIL OF THE CITY OF HOQUIAM, WASHINGTON DO ORDAIN AS FOLLOWS:

SECTION 1. The employees of the City Fire Department from and after January 1, 2025, shall receive monthly salaries and wages provided in the 2025 Salary Schedule attached to and made a part of this Ordinance by reference.

SECTION 2. The City Mechanic from and after February 1, 2025, shall receive monthly salaries and wages provided in the 2025 Salary Schedule attached to and made a part of this Ordinance by reference.

SECTION 3. Ordinance No. 2024-12 is hereby amended.

Passed by the City Council and approved by the Mayor on February 24, 2025.

Ben Winkelman – Mayor

ATTEST:

Corrine Schmid, Finance Director

PUBLISHED:

CITY OF HOQUIAM 2025 MONTHLY SALARY SCHEDULE

AFSCME	1	2	3	4	5
Mechanic II	6,470	6,793	7,133	7,490	7,864
FIREFIGHTERS	1	2	3	4	5
Firefighter	6,006	6,561	7,033	7,225	7,526
Engineer	7,677				
Captain	8,504				