

2011

**LEOFF COLLECTIVE BARGAINING
AGREEMENT**

By and Between

**Local 469
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO**

AND

THE CITY OF YAKIMA, WASHINGTON

**EFFECTIVE:
January 1, 2011 through December 31, 2011**

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COLLECTIVE BARGAINING AGREEMENT

By and Between

THE CITY OF YAKIMA, WASHINGTON

And

LOCAL 469,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
AFL-CIO

This Agreement, made and entered into this First day of January 2011, by and between the City of Yakima, Washington, hereinafter called the City, and Local 469, International Association of Firefighters, AFL-CIO, hereinafter called the Union.

GENERAL PROVISIONS

ARTICLE 1 – UNION RECOGNITION AND BARGAINING UNIT

- 1.1 The City hereby recognizes the Union as the exclusive bargaining representative for all Fire Department employees in Law Enforcement Officers and Firefighter (LEOFF) classifications, excluding temporary employees, the Fire Chief, Deputy Fire Chiefs.

ARTICLE 2 – UNION SECURITY

- 2.1 Each employee in the Fire Department may become or remain a member of the Union. Employees not desirous of membership in the Union shall be subject to a representation service fee equal to the base mandatory dues and assessments, which shall be a condition of continued employment. Said membership or fee payment shall become mandatory upon successful completion of one (1) year period of service with the Fire Department and in accordance with provisions of the Public Employee Collective Bargaining Act, R.C.W. 41.56. Nothing herein shall preclude membership in the Union of any employee who so requests prior to completion of one (1) year of service.

ARTICLE 3 – PAYROLL DEDUCTIONS

- 3.1 The City agrees to deduct uniformly required Union membership fees, dues and other assessments from the pay of those members who authorize the City to do so; such authorization shall be in writing and signed by each person authorizing such deductions and filed with the City. The Secretary of the Union shall notify the Finance Officer of the City of Yakima of amounts to be deducted from the pay of

each such person. The City shall transmit to the Treasurer of the Union the aggregate of such deductions, together with an itemized statement, on or before the 20th day of each month, following the month for which deductions are made. The Union agrees to hold harmless and indemnify the City against any claims, causes of deductions to the Union.

- 3.2 In the event the City receives a written notice, signed by any person from whose pay such deductions are being made, that no further deductions are to be made, the City shall make no such deductions from any pay earned by that person after receipt by the City of such notice. The City shall notify the Secretary of the Union of all such notices received by the City, which notification to the Union shall be given in writing within seven (7) calendar days after the receipt by the City of such notice and shall include the name of the person involved.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.1 The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. City affairs which are not included within negotiable matters pertaining to wages, hours and working conditions are inclusive of the following, but not limited thereto:
- (a) The right to establish and institute work rules and procedures upon reasonable notice to bargaining unit members. All personnel rules and policies developed by the Employer, which are intended to be applicable to Union members, shall be in written form and posted in the departmental manual.
 - (b) The right to determine reasonable schedules of work, overtime and all methods and processes by which said work is to be performed in a manner most advantageous to the Employer. Changes to work schedules, which are intended to be applicable to Union members, shall be in written form and posted in the departmental manual.
 - (c) The right to lay off employees for lack of work or funds or because of the occurrence of conditions beyond the control of the City or where the continuation of work would be wasteful and unproductive in the opinion of City officials.
 - (d) The right to discipline or discharge employees for just cause; provided that the City's right to discipline or discharge initial hires during their probationary period shall not be limited by this section. The parties agree to study policies for administering this section.

- (e) The right to assign incidental duties reasonably connected with but not necessarily enumerated in job descriptions, shall nevertheless be performed by employees when requested to do so by the Employer.
- (f) The right to take whatever actions the Employer deems necessary to carry out services in an emergency.

ARTICLE 5 – EMPLOYEE RIGHTS

- 5.1 Except as otherwise provided in this labor contract, the provisions of this labor agreement, where applicable, shall not be construed as a waiver of the Union's right to request and require bargaining in accordance with the provisions of Chapter 41.56, RCW.
- 5.2 Employees shall be permitted to wear either one (1) union tie tack or one (1) union pin on department uniforms. The tie tack or pin shall not exceed 5/8 inch in diameter.

ARTICLE 6 – PRODUCTIVITY

- 6.1 The parties mutually recognize the desirability of improving productivity in order to provide maximum services at reduced costs. The Union agrees to actively cooperate and participate in studies and agrees to discuss the implementation of programs to promote efficiency, productivity and to reduce departmental costs. The goal of the parties is to jointly work to reduce overtime.
- 6.2 A joint committee shall be formed to promote labor peace, harmony and productivity. The committee shall be composed of two representatives designated by the Union, two by the City Council and two designated by management, and shall meet from time to time as either party may reasonably request.
- 6.3 The City understands the Union's concern regarding the shortage of manpower and will discuss the impacts of any potential shortages in personnel and will pursue, with Union input, adequate resources to apply to needed services in the event of future annexations and /or mergers.

ARTICLE 7 – EQUAL OPPORTUNITY CLAUSE

- 7.1 It is the policy of the City of Yakima and the Union not to discriminate against any employees or applicants for employment because of race; color; religion; age; sex; physical, mental, or emotional handicap; national origin; political affiliation; union involvement; or any other protected rights. It is not the intent of management to lower employment standards or hire individuals incapable of performing the required tasks of the job classification. Nothing in this section shall prohibit the City from establishing bona fide occupational qualifications.

ARTICLE 8 – PROPERTY LIABILITY

- 8.1 The City shall provide full physical damage insurance on Fire vehicles which shall include Fire Department employees as insureds, or the City shall, in the alternative, become self-insured for such physical damage. In either case, the City waives any claim it may have against any Fire Department employee for damage to City property while that employee is acting within the scope of his employment except in the instance of intentional misconduct, but the City retains its right to discipline any employee for just cause.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.1 Policy. The parties recognize that the most effective accomplishment of the work of the City requires prompt consideration and equitable adjustments of employees' grievances. It is the desire of the parties to adjust grievances informally whenever possible, and both management and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there may be a grievance which can be resolved only after a formal review. Accordingly, the following procedure is hereby established in order that grievances of employees covered by this agreement may be resolved as fairly and expeditiously as possible.

9.2 Definitions.

- (a) A grievance is a dispute involving the interpretation, application, or alleged violation of any provision of this collective bargaining agreement.
- (b) A "working day" shall be any day except Saturday, Sunday, and any observed staff holiday.

9.3 Process.

- (a) To be review able under this procedure a grievance must:
- Be commenced within sixty (60) calendar days after the grieving party has been made reasonably aware of the circumstances giving rise to the grievance.
- (b) Step 1 – Discussion with Battalion Chief – As soon as possible, but in no case later than the time period specified above, an employee shall first discuss his/her grievance with his/her Battalion Chief. The Battalion Chief shall make an investigation of the relevant facts and circumstances of the complaint and provide a written decision within seven (7) working days.

- (c) Step 2 – Written Grievance to Division Supervisor – If the grievance is not resolved at Step 1, or in the case of a grievance initiated by the Union, then the grievance may be submitted to the Division Supervisor within twenty (20) working days of receipt of the written decision of the Battalion Chief in writing setting forth the detailed facts concerning the nature of the grievance, contractual provisions alleged violated and relief sought. The Division Supervisor shall hear the grievance and forward a written decision to the employee within twenty (20) working days after such hearing.
- (d) Step 3 – Grievance Appealed To Chief Of The Department – If the employee and Division Supervisor cannot reach agreement regarding a remedy, the employee may, within twenty (20) working days of receipt of the written decision, submit the grievance to the Chief of the Department. The Chief shall make a separate investigation of the issue(s) and notify the employee in writing of his decision, and the reasons therefore, within twenty (20) working days.
- (e) Step 4 – Grievance Appealed To City Manager – If the grieving party is dissatisfied with the decision of the Chief of the Department, the employee may within twenty (20) working days request a review by the City Manager. The City Manager shall forward a written decision to the employee within twenty (20) working days from the receipt of the grievance.
- (f) Step 5 – Grievance Appealed To Arbitration – Except as provided in 9.4(d) of this Article, a grievance which is not resolved as set forth may be appealed to arbitration. Either party may invoke arbitration upon submission of a request for same, which identifies the previously filed grievance and sets forth the issues(s), which the moving party seeks to have arbitrated.

The parties shall attempt to mutually agree upon an arbitrator. In the event the parties are unable to mutually agree upon an arbitrator, either party may request a list for eleven (11) qualified arbitrators according to the following procedure: the parties shall attempt to agree as to whether the Public Employment Relations Commission, the Federal Mediation and Conciliation Service, or American Arbitration Association will supply the list. If no agreement is reached, the list shall be requested from the Public Employment Relations Commission. The parties shall select an arbitrator from the applicable list by mutually agreeing to an arbitrator or by striking names. The parties shall flip a coin to decide who starts the striking process.

Subsequent hearing(s) will be governed by the rules and procedures of PERC. The arbitrator shall render a decision as promptly as possible. The arbitrator shall confine himself/herself to the issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine the specific terms of the Agreement and shall not have jurisdiction to add to, detract from or alter in any way the provisions of this Agreement. The decision within the jurisdiction of the arbitrator shall be final and binding upon both parties. The cost of the arbitrator shall be borne equally between the City and the Union. The City and the Union will pay their own remaining costs of arbitration, including attorneys' fees, regardless of the outcome.

- (g) Any Grievance which the City's management may have against the Union shall be reduced to writing and submitted to the President of the Union local. If the matter is not satisfactorily settled within twenty (20) working days, appeal may be instituted as set forth in 9.3(f), Step 5, above.
- (h) If the subject matter of a grievance could be appealed to the Civil Service Commission for fire employees of the City of Yakima, the matter may be submitted for determination to the Civil Service Commission or arbitration, but not both. After the Union has received the City Manager's answer at Step 4, it will advise the affected employee whether it is willing to submit the grievance to arbitration and, if so, the employee shall elect within 10 working days after the Step 4 answer the forum which the matter is to be heard. Submission of the dispute to arbitration or a hearing by the Civil Service Commission shall bar submission in the other forum.

9.4 Special Provision.

- (a) A Union representative and/or aggrieved party shall be granted time off without loss of pay for the purpose of processing a grievance as provided in 9.3(f), Step 5, above.
- (b) A grievance may be entertained in or advanced to any step in the grievance procedure if the parties so jointly agree.
- (c) The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties involved at the step to be extended.
- (d) Non-contract disputes only: Wages, hours and working conditions not specifically covered by the terms and conditions of this Agreement shall be subject to the grievance procedure up to, but not including, arbitration.

If the City and the grievant are unable to reach agreement at the City Manager level, where the grievance is not subject to arbitration, a three person board will be formed. Management will select one member and the Union will select one member of the Board. The two members will select the third member who shall act as chairperson. All members of this Board must be citizens or employees of the City of Yakima. In the event the two members cannot agree as to the selection of the third member, each member may submit one name whereby the chairperson shall be selected by lot. Any expenses for the services of the third party chairperson shall be borne equally by the parties. The decision of this Board shall be binding on the parties in non-contractual grievances.

ARTICLE 10 – RELEASE FROM DUTY

- 10.1 Union Business Leave. Such officers and members of the Union as may be designated by the Union normally not to exceed three (3) in number at any one (1) time, shall be granted fifteen (15) duty shifts of time off for Union business, provided that a maximum of ten (10) of these fifteen (15) shifts off will be paid at the standard rate granted for any leave with pay. Business leave includes attending labor conventions and educational conferences regarding collective bargaining, provided that notice of such conventions or conferences shall be given at least one (1) week prior thereto to the Chief or Designee of the fire department, and provided further that the total leave for this bargaining unit for the purpose set forth in this section shall not exceed fifteen (15) duty shifts in any calendar year. Furthermore, partial shifts may be utilized by employees for departure or return provided Department established minimum manning levels are maintained after the absence of the person(s) to be released on Union Business Leave. Officers and members of the Union designated by the Union may use Union Business Leave from any of the Bargaining Units that I.A.F.F. Local 469 represents.

The Local understands that, in order to justify the use of paid union leave on the part of Local members to attend a particular seminar or conference under the parties' current CBA language, the curriculum of that seminar or conference needs to address at least in significant part issues that are designed to improve the ability of those who are attending the seminar or conference to effectively represent the members of the bargaining units that the Local represents at the City of Yakima (as opposed to, for instance, focusing on how to organize employees of other employers to join a union).

ARTICLE 11 – COLLECTIVE BARGAINING COMMITTEES

- 11.1 Collective bargaining between the parties shall be carried out by the City Manager or his designees, on behalf of the City Council, and a committee representing the Union. No later than August 5 of each year, the Secretary of the Union and the City Manager shall notify one another regarding the names of persons constituting

their respective bargaining committees. If a communication is forwarded previous to that date, a response will be made within ten (10) working days.

- 11.2 Members of the Union negotiating committee, not exceeding three (3) in number, shall be granted leave from duty without loss of pay for all meetings between the City and the Union for the purpose of negotiating the terms of a contract during the pre-impasse period as provided in RCW 41.56, as amended, when such meetings take place at a time during which any such members are scheduled to be on duty.
- 11.3 Members of the Union negotiating committee, not to exceed three (3) in number shall be granted leave in the post-impasse period without loss of pay, except that when such leave reduces the manpower level below that established as the minimum manpower requirement of the Department, such leave shall be without pay.

ARTICLE 12 – COLLECTIVE BARGAINING PROCEDURE

- 12.1 General. All negotiable matters pertaining to wages, hours, and working conditions shall be established through the negotiation procedure as provided by RCW 41.56. No ordinances existing at the time of execution of this Agreement relating to wages, hours and working conditions for members of the bargaining unit shall be amended or repealed during the term of this Agreement without written concurrence of both parties.
- 12.2 Each year, as appropriate, the Union shall submit to the City Manager and the City Manager may submit to the Union a written proposal for any changes in matters pertaining to wages, hours and working conditions desired by the Union or the City for the subsequent year. These written proposals shall be submitted in accordance with the requirements of RCW 41.56, as amended by S.B. 2852 (1979). The Union and the City shall follow the collective bargaining procedure set forth in the said statute. All agreements reached shall be reduced to writing, which shall be signed by the City Manager and the Union's representatives.

ARTICLE 13 – SAFETY

- 13.1 The Employer shall comply and require all employees to comply with the requirements, current and as may hereafter be amended, of WAC Chapter 296-305, 29 CFR 1910.134 and 29 CFR 1910.120. The parties will study WAC Chapters 296-24 and 296-62 concerning whether these chapters should also be incorporated in their agreement.
- 13.2 No employee shall respond to a fire emergency on an engine, brush truck or truck company that is staffed by fewer than three career firefighters; provided that:

Airport Crash Rescue and Technical Rescue (TRT) vehicles shall continue with present staffing practices.

The parties will bargain concerning emergency response staffing in the event of new circumstances. These agreements shall be reduced to writing.

- 13.3 In the event Yakima Fire Department is dispatched to mutual or automatic aid outside of any contracted service area and participation in such an event is expected to exceed two (2) hours, the Battalion Chief, Duty Chief or designee will hire back off-duty personnel to replace dispatched companies.
- 13.4 The Battalion Chief, Duty Chief or designee shall initiate the rotation of Yakima Fire Department mutual aid crews every four (4) hours into an incident. Such rotation shall be governed by valid logistical considerations.
- 13.5 In the event that on-duty Fire Fighters are used for State Mobilization, the City will hire back off-duty personnel to maintain normal staffing levels.

ARTICLE 14-PROMOTIONAL STANDARDS FOR LEOFF CLASSIFICATIONS

14.1 Fire Lieutenant and Fire Captain Recruitment and Selection Process.

- (a) The recruitment and selection process for the classifications of Fire Lieutenant and Fire Captain is defined below. All promotions to Fire Lieutenant and Fire Captain positions within the bargaining unit shall be made solely on merit, efficiency and fitness ascertained by open competitive examination among bargaining unit personnel. Examinations shall fairly, objectively and comprehensively test for qualifications for the position. A description of the subject matter to be covered by each examination and the sign-up notification shall be provided to the Union and posted conspicuously not less than 60 days prior to the examination. The sign-up period shall be for 60 calendar days prior to the closing of the recruitment. Current text and reference materials that are relevant and agreed to by the Employer and the Union may be used for study purposes and will be provided by the Employer. They will be made available to those employees who wish to prepare for an examination. An initial joint inventory of the materials will be accomplished as soon as reasonably possible by staff and Union representatives prior to each examination in order to assure material availability. However, after a joint inventory is concluded, should any reference materials be missing from the stations then it shall be the joint responsibility of the Union and the Fire Department to replace those missing materials.
- (b) Examinations shall be administered by the Chief Examiner or designee of the Yakima Fire Civil Service Commission. For the ranks of Lieutenant

and Captain each examination shall have a written portion (consisting of a multiple choice test taken from IFSTA manuals and a written communications exercise i.e. business letter, memo, SOP, etc.) that shall constitute fifty percent (50%) of the total score and an oral portion (that will, for Lieutenants consist of an emergency incident problem and an oral board interview and for Captains will consist of a practical exercise and an oral board interview) that shall constitute fifty percent (50%) of the score.

The oral board shall consist of up to four (4) qualified examiners chosen from a list submitted by the Chief. The Chief will be responsible for determining the qualifications and suitability of the selected board members. Oral board members may not be City of Yakima employees nor can they be from the geographical Upper Yakima County if they are involved with the fire service in a volunteer role. There will be a minimum of three (3) board members. In the event board members cancel immediately prior to the examination, the Chief has the responsibility to find a substitute board member, who may be from the Upper Yakima County Fire Service, to maintain the minimum three (3)-person board. If no substitute board member can be found, the examination will be postponed.

The Fire administration and the Union both have equal veto rights to disqualify persons from serving on future boards.

The Employer and the Union may each designate an observer to attend the administration of the examination. The Chief, with input from the Union, shall determine the weighting of each component within the two major examination areas. The weighting of each component within the two major examination areas shall be included in the notice of the examination. All candidates testing for the positions of Lieutenant or Captain shall complete both written and oral portions of the examination before receiving their written score. The candidate must obtain a passing score of 70% on the oral and written portions of the examination process to be ranked on the promotional register.

- (c) For each examination, the Chief Examiner and the Fire Chief shall insure that the examination is impartially administered and that except for such assistance from the Human Resources Department as the Chief Examiner requires, no other City personnel, including those outside the bargaining unit, have prior access to, or prior notice of, specific examination procedures or questions or the identity of the oral examiners selected for the examination. In preparation for the creation of each examination, representatives of the parties shall meet with the examiner and the Employer shall identify the qualifications it seeks for its promoted personnel. A Union representative may, at the Union's option, attend the

meeting or meetings, and my offer comments, suggestions or objections regarding how the examination will be conducted. Candidates shall be permitted to review their examination scores and obtain sufficient information to permit them to understand and learn from any mistakes or other performance deficiencies.

(d) Procedure for Problem/Equipment Failure and Appeals during an examination.

(1) Procedure for Problem/Equipment Failure

(A) If a problem/equipment failure occurs during an examination that is beyond the control of the applicant, the applicant must notify the Chief Examiner/or designee immediately. The Chief Examiner/or designee will note how much testing time the applicant has remaining. The Chief Examiner/or designee will document how long it takes to correct the problem/equipment failure. The applicant will be given the additional documented time to complete the examination as soon as the problem/failure has been corrected. The applicant shall not work on the examination during the time the problem/failure is being corrected.

(B) In case of a problem/equipment failure, the applicant has the right to appeal to the Chief Examiner or designee for additional time or if other remedies should be made. This appeal must be made in writing, and must state they are appealing. The appeal must give the applicant's specific desired remedies, and must be filed with the Chief Examiner/or designee immediately after the problem/equipment failure has occurred. No scores will be given to applicants until all appeals are resolved.

(2) Procedure of Appeals during Examination

(A) The final examination results shall include overall numerical or standing scores and scores from each phase, and shall be withheld from all applicants a minimum of 120 hours (5 working days, Monday through Friday) following the completion of the final examination process. During this time, individual applicants who are dissatisfied with the conduct of or content of the examination may appeal in writing clearly indicating their complaint and the remedy sought to the Chief Examiner/

or designee. Upon receipt of such an appeal, disclosure of all examination results will be withheld until such time as the appeal is resolved. No appeals may be made after results have been released.

(e) Promotional Eligibility

Promotional registers shall be valid for two years. For, Lieutenant and Captain, a new examination shall be conducted one (1) month prior to the expiration of the current register and become effective upon expiration of the current register. Eligibility requirements must be met by the first day of testing.

- (1) Lieutenant: Five (5) years of service with the Yakima Fire Department as a career Fire Fighter shall be required for eligibility to test for the position of Lieutenant.
- (2) Captain: Twenty-four (24) months as an appointed, career Lieutenant in the Yakima Fire Department shall be required for eligibility to test for the position of Captain.
- (3) If a candidate for Lieutenant or Captain declines promotion into one of the positions, then the position will be offered to the next eligible candidate on the register. If this candidate declines, the process continues through the register. Any candidate declining a promotion must submit in writing that they decline the position. A copy of the letter of declination shall be submitted to the Chief Examiner by the Fire Chief. The declining candidate shall retain his/her position on the promotional register.

Filling a Vacancy

- (4) At such time as a vacancy occurs and a decision is made to fill the vacancy by the appointing authority, the highest scoring candidate on the promotional register that was current at the time the vacancy first occurred will be appointed to the position; provided that the Employer may pass over the top scoring candidate for the appropriate reasons and promote the second highest candidate instead. Contemporaneously with passing over any candidate, the Employer shall furnish the employee and the Union Secretary, in writing, upon request, the reasons for doing so. In the event two or more candidates have identical scores, the candidate with the greatest seniority shall be deemed highest scoring. Employees promoted shall serve a probationary period of one year.

- (A) The employee(s) receiving a promotion to either a Captain position or Lieutenant position shall be assigned a pay rate of at least 5% above their current rate or the pay rate of the D-step of the next higher pay grade, whichever is greater. These employees will be increased to E-step at the end of six months in their new position. (Per 05/26/01 LOA)
- (5) If the Employer does not fill a promotional vacancy within 30 days:
- (A) If there are two (2) or more candidates on the register in effect on the date of the vacancy, then that register shall remain in effect for that vacancy until the vacancy is filled, and the highest scoring candidate on such register shall serve in the position in an acting capacity until the Employer fills the vacancy.
 - (B) If there is only one candidate remaining on the register in effect on the date of the vacancy, then for purposes of filling the vacancy, the remaining candidate shall be deemed the top scoring candidate on the next register and shall serve in the position in an acting capacity until the employer fills the vacancy.
 - (C) Further, in the event that a decision is made by the appointing authority not to fill and/or eliminate a vacancy (as noted in 14.1(f)(1) above) then at such time as the position is re-authorized the register in effect at the time the personnel decision was made by the appointing authority shall be reactivated, and the highest ranking candidate on the register at the time the vacancy occurred shall be eligible to be appointed to the reauthorized position.

14.2 A. Deputy Fire Marshal, Training Captain, Training Lieutenant and Assistant Fire Marshal Recruitment and Selection Process.

- a. The recruitment and selection process for the classifications of Deputy Fire Marshal, Training Captain, and Training Lieutenant is defined below.
- b. Job Announcement: Job openings shall be announced a minimum of 15 days prior to the deadline for accepting applications.
- c. Application Process: Applicants will submit a letter of interest to the Fire Chief for the positions of Deputy Fire Marshal, Training Captain and Training

Lieutenant. The letter of interest shall demonstrate the relevant knowledge, skills and abilities of the position applied for.

- d. Selection Process: For the classifications of Deputy Fire Marshal, Training Captain and Training Lieutenant the rule of four shall apply.

Training Captain and/or Deputy Fire Marshal: The Chief shall select a candidate to fill the Training Captain and/or Deputy Fire Marshal position from a pool of at least 4 individuals consisting of:

1. Any Captain(s) or Battalion Chief(s) who voluntarily apply.
2. The top 2 candidates on the Captain promotional list.
3. Up to 4 "junior" Captains who have not done an accumulative 2 years of "days" as a Captain.

The Chief will have a minimum of four (4) names using any combination of the above 3 steps, however, Step 3 will only be used to the extent needed to reach the four (4) person minimum. Captains may be reappointed to the position if circumstances dictate and only once every four (4) years. When an individual is selected from the Captains' promotional list, it will be a permanent Captain's promotion.

Training Lieutenant: The Chief shall select a candidate to fill the position of Training Lieutenant from a pool of 4 individuals consisting of:

1. Any Lieutenant(s) (off probation) or Captains who voluntarily apply.
2. The four (4) "junior" Lieutenants who have completed probation.

The Chief will have a minimum of four (4) names using any combination of the above steps. The Chief shall only use as many "junior" Lieutenants as needed to reach the four- person minimum.

- e. Probationary Period: The probationary period for the classifications of Deputy Fire Marshal, Training Captain and Training Lieutenant shall be considered complete after twelve months of satisfactory service. In the event an employee does not complete probation for any reason, the employee shall be returned to their previously held classification.
- f. Vacating Promotion: Any appointment to Deputy Fire Marshal, Training Captain and Training Lieutenant may be vacated at any time due to a voluntary demotion to the position from which the employee was promoted or due to a promotion to another position within the Fire Department.

g. Base Pay and Step Pay Increases:

- (1) The base pay for the Deputy Fire Marshal and the Fire Training Captain shall equal Pay Code 506.
- (2) The base pay for the Fire Training Lieutenant shall equal Pay Code 527.
- (3) When individuals are placed into the above-mentioned positions, they will be placed in the same pay step as they previously held. This is meant to equal a pay increase of approximately 10% over the shift position pay.
- (4) Individuals promoting from Shift Lt. to Training Captain will be promoted to the position of Captain prior to the Training assignment.
- (5) Individuals transferring from one day position to another day position of the same pay code will not realize a 10% pay increase.

B. Assistant Fire Marshal Recruitment and Selection Process.

- (a) The recruitment and selection process for the classification of Assistant Fire Marshal is defined below.
- (b) Eligibility Requirements: Applicants for Assistant Fire Marshal shall possess a minimum of five (5) years of service with the Yakima Fire Department as a career Firefighter.

In the event less than three Yakima Fire Department employees apply for Assistant Fire Marshal, and the Chief elects to advertise the vacancy to the general public, those applicants also shall possess a minimum of five (5) years of continuous paid service as a career Firefighter.

- (c) Job Announcement: The job announcement shall indicate the date of the oral board and shall provide 30 days advanced notice of the oral board.
- (d) Application Process: Applicants will submit a letter of interest, resume and certificates to the Fire Chief for the positions of Assistant Fire Marshal. The letter of interest, resume and certificates shall demonstrate the relevant knowledge, skills and abilities of the position applied for.

- (e) Oral Board Composition: The oral board will consist of three (3) members. Two (2) members of the oral board shall be selected by the Fire Chief and one (1) shall be selected by Local 469.

Oral board members may not be City of Yakima employees; nor can they be from the geographical Upper Yakima County if they are involved with the fire service in a volunteer or paid role. In the event board members cancel immediately prior to the examination, the Chief has the responsibility to find a substitute board member who may be from the Upper Yakima County fire service, to maintain the minimum three (3)-person board. If no substitute board member can be found, the examination will be postponed.

- (f) Oral Interview Process: The oral board shall be provided copies of each applicant's letter of interest, resume and certificates. Additionally, the oral board will be provided oral interview questions and rating factors for each classification tested. The interview questions, rating factors and weights of the rating factors shall be prepared by the Fire Chief and Chief Examiner.
- (g) Scoring of Oral Interviews: The oral board will score individual candidates based upon their letter of interest, resume and certificates as well as their responses to the oral interview questions. Candidates must achieve an overall passing score of 70% and then will be subsequently ranked numerically on the register based on their interview process score.
- (h) Maintenance of the Register: The register shall be created and maintained by the Chief Examiner. The register shall be valid for two years or until exhausted. The register may be considered exhausted when one (1) or less candidates are available for certification for promotion.
- (i) Selection Process: For the classifications of Assistant Fire Marshal the rule of three shall apply. The Chief Examiner shall certify to the Fire Chief, the names of the three (3) top scoring candidates. If less than three names constitute the register, those names shall be certified to the Fire Chief. In the event there are less than two (2) candidates who are willing to accept the position, the Fire Chief may open the recruitment to the general public.
- (j) Probationary Period: The probationary period for the classifications of Assistant Fire Marshal shall be considered complete after twelve months of satisfactory service. In the event an employee does not complete probation for any reason, the employee shall be returned to their previously held classification.

- (k) Vacating Promotion: Any appointment to Assistant Fire Marshal may be vacated at any time due to a voluntary demotion to the position from which the employee was promoted or due to a promotion to another position within the Fire Department.

ARTICLE 15 – REFRESHMENT FUNDS

- 15.1 The Union may authorize bargaining unit members to furnish in-house refreshments; provided that any proceeds from such activities shall be used in-house for the benefit of bargaining unit members or, upon approval by the Union, donated to charitable organizations. The Union shall be responsible for insuring that the refreshment funds are administered consistent with applicable law.

ARTICLE 16 – FIRE DEPARTMENT RESERVES

- 16.1 The reservists are volunteers who are reimbursed pursuant to Section 1.44.180 (F) of the City of Yakima Municipal Code.
- 16.2 The purpose of the reserves is to augment and support total manpower, not replace bargaining unit personnel.
- 16.3 Makeup of the Reserves. Reservists will be of two (2) types:
 - (a) One group need not be in top physical condition or fully trained in fire fighting skills, but could do public education, teach first aid, assist non-emergency personnel, and do other public service activities.
 - (b) The second group would be limited to those reservists who have been properly trained in fire fighting skills under department standards. They could fight fires inside buildings, do rescue, climb ladders while carrying hose and wearing an air pack, and also do non-fire fighting activities inclusive of but not limited to hydrant testing, and work on the fire ground by carrying hose, rolling hose, refilling air tanks, distributing new radio batteries, and other non-fire fighting activities. Applicants for the Reserve Fire Force must meet the following minimum requirements:
 - (1) Must complete an application for Volunteer Reserve Firefighter Program;
 - (2) Must be a high school graduate or equivalent;
 - (3) Must be 18 years of age at time of appointment;
 - (4) Must pass a written exam in basic knowledge, or have passed the latest Yakima Fire Department Civil Service Entrance Exam;
 - (5) Must pass the Yakima Fire Department Physical Agility Examination (Combat Test w/o face piece in under 7 minutes);

- (6) Must pass an extensive physical examination by a physician selected by the City of Yakima;
- (7) Must possess and maintain a valid Washington State Drivers License;
- (8) Must successfully pass an extensive background check reviewed by Staff and Chief of the Department;
- (9) Must pass an oral interview.

(c) Standards.

Once a Reserve candidate has satisfactorily satisfied the minimum requirements for entry level then he/she must accomplish the following before being assigned to respond on any piece of apparatus:

- (1) Must successfully complete the existing basic training academy for Combat Reserves (a minimum of 40 hours).
- (2) Must complete Basic First Aid class.
- (3) Must satisfactorily complete a basic competency test consisting of:
 - (A) Demonstrate donning and wearing of protective clothing.
 - (B) Demonstrate proper technique of taking a hydrant.
 - (C) Don and place into service a SCBA.
 - (D) Shoulder load a 1 3/4" preconnect and demonstrate proper operation with water flowing.
 - (E) Demonstrate a basic knowledge of equipment location on assigned apparatus.

(d) Once a Reserve Firefighter has earned the authorization to respond, then it is required that he/she fulfill the following standard requirements within the first twelve (12) months:

- (1) Complete IFSTA Firefighter I Program with passing score of 70%.
- (2) Complete driver training course and apparatus competency testing program as established for Brush Trucks, Tenders, and other Support Vehicles.
- (3) Complete and pass the E.V.A.P. course.
- (4) Reserve Firefighter will be given quarterly progress reviews by the Station Officer and/or the Training Division and shall achieve satisfactory marks on those reviews.

(e) At the completion of the first year, a performance evaluation will be conducted, with a satisfactory rating required. It is required that the Reserve Firefighter complete the following within the second twelve (12) months.

- (1) Complete IFSTA Firefighter II Program with a passing score of 70%.
- (f) All Reserves would be required to meet the following standards throughout the year. The combat Reserve Firefighter shall:
- (1) Attend a minimum of two (2) Monday night drills each month.
 - (2) Take and pass the "On Target" physical fitness test per Yakima Fire Department standards.
 - (3) Take and pass the "Combat" physical fitness test per Yakima Fire Department standards.
 - (4) Participate in a minimum of two (2) ride-outs per month with at least one being during the standard workday between 8 AM and 5 PM. NOTE: The ride-out program is to be done at stations assigned by the Duty Battalion Chief. These are to be in four (4) hour blocks.
 - (5) Maintain E.V.A.P. certification.
 - (6) Maintain Basic First Aid card.
 - (7) Attend at least 75% of all required training and make up all missed required training within the calendar year.
 - (8) Earn and maintain a satisfactory annual review by the Shift Officer and/or Battalion Chief in Training.
 - (9) Reserves shall be assigned to A, B or C shift.

16.4 Organization of the Reserves.

- (a) Reserve fire fighters can be utilized at all City owned and/or operated fire stations; provided that Reserves at all times be under the supervision of a paid officer or paid acting officer. This would allow neighborhood recruiting and provide an opportunity to increase minority and disadvantage recruiting.
- (b) During normal Department operations, reserves may augment and support career personnel.
- (c) Reserves may be actively involved in the neighborhood. They could teach first aid, give fire safety talks and other community activities.
- (d) Reserves shall have a distinctive uniform to enable identification in all circumstances.
- (e) Reserves shall observe normal station operating routines.

16.5 Chain of Command.

- (a) During fire department operations, reserve fire fighters answer to paid officers or paid acting officers.
- (b) The Reserves would be used before calling the districts for help.

16.6 Training Requirements.

- (a) Career fire fighting personnel will be used to train reserves.
- (b) Shift career personnel assigned to training reserves shall have reasonable notice of scheduled training.
- (c) Monday night training sessions shall be scheduled in advance by the Training division, or the on-duty Battalion Chief. Training outside regular hours shall be limited to one evening a month for each crew between 7 PM and 9 PM. Crew scheduled to assist with training that evening will be allowed to break their normal duty day at 1430 hours to allow for meals, prep time and rest, prior to the evening drill.
- (d) Reserves will be taught with IFSTA and other sanctioned department material – the same material utilized by career personnel.
- (e) All new reserve recruits shall complete a minimum of 40 hours of basic training and pass a competency test before being allowed to respond to emergency incidents.

16.7 Enforcement of this article is limited to the Union acting on behalf of bargaining unit employees, and not on behalf of Reserves.

16.8 Reserve Response. Reserves would respond to alarms in three scenarios:

- (a) Reserves would respond to alarms as the 4th or 5th person ride-outs on apparatus having a minimum career staffing of 3.
- (b) Off duty reserves would respond to Station #2 when toned-out. Reserves will be assigned to bring Support Vehicles to emergency scenes or assigned to career crews at the scene. Reserve personnel will normally staff a Support Vehicle with 2 people and a maximum of 3.
- (c) Reserve personnel shall respond Code II except when upgrading at the request of the Officer in charge at scene.

16.9 Mutual Aid Response. Reserves responding on Mutual Aid shall respond as follows:

- (a) 4th or 5th person on responding pumpers.
- (b) 3rd person on a brush truck or tender.
- (c) As driver and support with the air truck

16.10 Preference Points

Any Combat Reserve in good standing that meets all of the department standards for Reserves will be given a one percent preference point for each of their first three years, with a maximum preference of 3%. That 3 % will be added to the applicant's score after successful completion of the written and strength and agility portion of the test. If the Reserve member obtains a Fire Science Degree while a member of the YFD Reserve Program, and passed a 1-year probation and is in good standing, that person would be eligible to receive an additional 2% added to the applicant's final composite score.

16.11 The Union and the City have formed a committee to study the Fire Department reserve program. Changes mutually agreed upon shall replace or amend the current contract language. Pending such action, Article 16 shall remain unchanged and in full effect.

ARTICLE 17 – WAGES

17.1 Effective 1-1-2010 the base salary of bargaining unit members will not be increased.

ARTICLE 18 – HEALTH CARE INSURANCE

18.1 Medical, Vision and Dental Care Coverage:

- (a) Covered bargaining unit employees, retirees and their dependents shall participate in the "City of Yakima Employees' Health & Welfare Benefit Plans". Eligibility rules, types and or levels of benefits, payment of premiums through a cafeteria plan, co-payment, coinsurance and deductibility requirements and all other terms and conditions for the provision of these health benefits shall be governed by the "City of Yakima Employees' Welfare Benefit Program".
- (b) If 50% or more of the bargaining unit members elect to enroll in the new health insurance program, then 100% of the members, dependents, retirees

and LEOFF I dependants will move to the new insurance program. (Does not apply to the LEOFF I retired employees.)

18.2 Health and Dental Care Premium Contributions:

- (a) Employee Health Care Premium Contribution. LEOFF I and LEOFF II employee only health care coverage shall be paid for by the City and shall be at no cost to the employee.
- (b) Dependant Health Care Premium Contributions. The City and the employee shall share dependent medical program premiums per month contribution level on a 50% by the employer and 50% by the employee basis, with a maximum employee contribution of \$140.00 per month. The \$140.00 maximum shall continue through the 2011 CBA.
- (c) Dental Care Premium Contributions. The City shall pay the premium for LEOFF I and LEOFF II employee and dependent dental care coverage.
- (d) Employee contributions under this Article will be accomplished through normal payroll deductions.

18.3 Retiree Coverage. The City of Yakima Employees' Health and Welfare Benefit Plan shall provide retirees and dependents of retirees the right to remain in the group plan, except in the case cited in 18.1 (b), as follows:

- (a) LEOFF I retirees shall remain in the group medical plan at no cost to the employee. LEOFF II retirees may elect to remain in the group medical plan until they reach age 65, upon payment of the required premium.
- (b) Spouses of retirees may remain in the group medical plan until they reach age 65 or in the case of spouses of deceased retirees, until they reach age 65 or remarry, whichever occurs first.
- (c) Other dependents of retirees may remain in the group health care plan as long as they remain eligible under the provisions of the plan or when coverage for the retiree and spouse, or, the spouse of deceased retiree terminates, at which time such dependent insurance coverage would cease regardless of the age of the dependents.
- (d) Retirees, or spouses of deceased retirees, shall pay the premium and other shared dependent coverage costs (including dependents if enrolled), which shall be based on the same formula as active employees and dependents within the bargaining unit. Premiums shall be paid by deduction from retirement checks paid to retired employees or their beneficiary.

18.4 Disability Insurance. The Union has executed a disability life insurance policy with Standard Insurance Company that provides both short-term and long-term disability life insurance for its members and said policy generally provides a covered employee with up to fifty percent (50%) of his/her base pay in the event that the person incurs an off-duty injury, illness and/or disability and is unable to work. In order to qualify for said benefits under the policy for a particular month, the employee can receive a minimum of fifty percent (50%) of his/her base pay from the City through the utilization of accrued sick leave, compensatory time and annual leave in a month and must be in leave without pay status for the remainder of the month.

- (a) In the event that an insured employee covered by the Local 469 Standard Insurance Company Disability Plan applies for and receives benefits from said plan the City shall permit the employee to receive a minimum of fifty percent (50%) of his/her base pay from the City through the utilization of accrued sick leave, compensatory time and annually leave in a month and allow them to be in a leave without pay status for up to fifty percent (50%) of their scheduled hours for the affected pay period.
- (b) Base pay for the purpose of receiving Standard Insurance Company benefits shall be the base pay per Master Ordinance plus the Deferred Compensation contribution.
- (c) It shall be the responsibility of the employee to inform the fire department timekeeper on or before the date in which he or she starts the leave without pay status. It shall be the responsibility of the employee to inform the fire department timekeeper on or before the date which he or she ends the leave without pay status.
- (d) If the insured employee's scheduled hours spent for a pay period is anticipated to be lower than the minimum number of hours required by the Washington State Department of Retirements (DRS) for receipt of full service credit for that month, then the employee may use a sufficient number of hours of his/her accrued leave for that pay period to satisfy the minimum numbers required by DRS to receive full service credit for that month.
- (e) It shall be the employee's responsibility to reconcile his/her monthly pay from the City with payments from the disability insurance carrier (Standard Insurance) to ensure that he/she does not violate and /or breach any of the terms and conditions of the disability insurance policy, including but not limited to the one hundred percent (100%) payout ceiling. Local 469 recognizes that the City does not have any liability with or to the disability insurance carrier or Local 469 whatsoever with regard to insurance disputes between the carrier and employees represented by

Local 469, including by not limited to the reconciliation of pay and the 100% payout ceiling. Further, Local 469 agrees to indemnify, defend and hold harmless the City of Yakima, its officers, elected officials, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards. Costs and expenses (including attorneys' fees and disbursements) caused by or occurring as a result of any dispute between an employee represented by Local 469 and the disability insurance carrier.

- (f) Both Local 469 and the City have participated in the drafting of the language for 18.4 and as such, it is agreed by the parties that the general contract rule of law that ambiguities in the contract language shall be construed against the drafter of a contract shall have no application to any legal proceeding, arbitration and/or action in which this section of the contract and its terms and conditions are being interpreted and/or enforced.

ARTICLE 19 – LIFE INSURANCE

- 19.1 The City will provide, without cost to the employee, \$20,000 in face amount of life insurance.

ARTICLE 20 – LONGEVITY PAY

- 20.1 The City will pay longevity pay upon satisfactory completion of the following service and at the designated rate:

Service in Years Completed	Percent of Base Pay
4	2.0%
9	3.5%
14	5.5%
19	7.0%
24	9.0%
26	10.0%

Service in years shall be defined as in Article 22, Vacation Leave, of this Agreement.

ARTICLE 21 – SPECIAL PAYS

- 21.1 Acting Assignment Pay. The City will pay acting assignment pay of at least 5% above the normal base pay or the pay rate of the D-Step of the next higher pay grade, whichever is greater, on an hour for hour basis for an individual for such

period of continuous service, provided the individual serves a minimum of four (4) hours for LEOFF personnel, in such higher classification, having been so assigned by the Fire Chief or his designated agent and provided further that the individual exercises the responsibility, including operation and administrative duties as they apply. In the event the acting period is less than four (4) hours, the Battalion Chief may choose to fill the acting assignment with a qualified actor to minimize excessive movement of personnel.

21.2 Eligibility for Acting Assignments. In order for an employee to be eligible for assignment to an acting position, that employee must be eligible for promotion to the position in accordance with the promotional standards in the current collective bargaining agreement, with one specific exception in acting as a Lieutenant. Specifically, the requirements are:

- (a) In order to act in the position of Lieutenant, an individual must be on the current register as maintained by the Civil Service Chief Examiner. Acting Lieutenants, for their respective shifts, shall be picked from the top of the register down to fill an acting position. If no current register exists or there is not a Fire Fighter available who is on the list, on the affected shift, then a Fire Fighter who meets all of the requirements to be eligible to take the Lieutenant's exam shall be selected.
- (b) In order to act in the position of Captain, an individual shall hold the rank of Lieutenant and be on the current register for Captain as maintained by the Civil Service Chief Examiner. Acting Captains, for their respective shifts, shall be selected from the top of the register down to fill in an acting position. In the event no one on the register is available, remaining shift Lieutenants will be eligible to act, if they are eligible to test for the position of Captain.
- (c) At no time will personnel who do not meet the requirements listed above be allowed to act.

21.3 Station Reassignment. An employee who is reassigned from his/her scheduled station assignment to a different fire station shall be compensated for the move. Since moving of Personal Protective Clothing, Uniforms and Bedding will take approximately 30 minutes, the fee shall be \$12.00. The employee will not be eligible for reassignment fee if they receive notice of transfer by 2100 hours on the shift they are at work, or if another bargaining unit member causes the transfer for any reason other than sick or disability leave.

21.4 Call Back.

- (a) An employee who is called back to duty after his scheduled shift has terminated, but before the scheduled start of his next shift, shall be paid not less than two (2) hours of overtime at the applicable overtime rate.
- (b) The call back bonus will not be available for a "hold over" defined as an extension of a regular or reassigned shift due to manning requirements or an emergency circumstance.

21.5 The City shall pay each employee for his use, at the request of the City, of his/her personal auto, not less than the IRS Rate per mile actually driven, or the actual cost of applicable public transportation. In the event that the City increases mileage allowance paid by the City for the use of personal autos on City business for any other City department or employee, such increased allowance shall become the new rate there under.

21.6 LEOFF Uniform Maintenance. All LEOFF bargaining unit members shall be paid a seventy-five dollars (\$75.00) uniform maintenance allowance semi-annually. Said amount will be payable the first payday of February and of August. The City shall have the right to contract for uniform maintenance services as it deems appropriate after which time no further uniform maintenance allowances shall be payable.

21.7 Fire Investigator Differential. Subject to the Chief's right to appoint, from time to time, an employee as a Fire Investigator, such employee shall receive a differential for such duty as follows.

- (a) Commissioned Fire Investigators. Commissioned Fire Investigators shall receive monthly differential pay of 3.5% of the top step firefighter.
- (b) Certified Fire Investigators. Certified Fire Investigators will receive differential pay of 3.0% of the top step firefighter per month.
- (c) Non-certified/Non-commissioned Shift Investigators. Non-certified/Non-commissioned shift investigators will receive a differential pay of 2.0% of the top step firefighter per month.

21.8 MSA Repairpersons. Subject to the Chief's right to appoint, from time to time, employees as MSA Repairpersons, such employees shall receive differential pay of 2.0% of the top step firefighter per month. The City will allow up to six (6) Local 469 LEOFF members of any rank to participate in the YFD MSA Repair Program.

21.9 Technical Rescue. Members of the technical rescue team shall receive differential pay of two percent (2%) of the top step firefighter per month to compensate for the estimated number of additional hours spent training for the team above and beyond the twenty hours of overtime compensated pursuant to section (d) below.

- (a) The City will allow up to twelve (12) Local 469 LEOFF members of any rank to participate in the YFD Technical Rescue Team, subject to the Chief's right to appoint.
- (b) In the event that there are any changes in the specific Technical Rescue Team duties and/or scope of responsibilities of the aforementioned twelve IAFF Local 469 members after execution of this agreement, the City and the Union shall conduct any legally required negotiations on the effects of the change(s).
- (c) City business will be granted to those members taking Rescue System 1 initial training. Off-duty personnel will be compensated at the overtime rate pursuant to the existing IAFF 469 CBA.
- (d) Participating Union members will complete an annual required 20 hours of field training exercises, generally through attendance at the monthly drills. Those Union members are not required to meet the 20 hours on their own time without compensation. If the Union member is required to attend training on their day off, said member shall be compensated at one and one-half their scheduled rate of pay, in accordance with FLSA, up to a maximum of 20 hours of overtime per calendar year.
- (e) A Deputy Chief shall be in charge of the YFD Technical Rescue Team activities at the Administrative level. A team member in good standing shall be in charge (Team Leader) of the YFD Technical Rescue Team activities at the team level.
- (f) Rank amongst Union members performing Technical Rescue work shall not be recognized while functioning as part of the Technical Rescue Team. All union members participating in this team shall perform on an equal level all work they are assigned by the Incident Commander.
- (g) In the event that any union member, with prior written approval, attends training related to his duties as a Technical Rescue Team member off duty, it shall be known that said member shall be attending as an employee of the City.

21.10 ARFF (Aircraft Rescue and Fire Fighting). The on-duty Certified ARFF person assigned to the Crash Truck will be paid twenty-five dollars (\$25) per shift, dependant upon the individual serving a minimum of ten (10) hours in the position and meeting the standards set forth by the FAA and the Yakima Fire

Department. The shift officer of Station 94 shall assign the individual to the position with concurrence of the shift commander. Split shifts will be managed in the manner that generally only one person per shift will receive the ARFF pay.

21.11 K-9 handler pay. The K-9 handler shall receive differential pay of 4.5% of the top step firefighter.

21.12 HAZARDOUS MATERIAL TECHNICIAN.

- (a) The City will allow up to twelve (12) Local 469 LEOFF Union members of any rank to participate in the YFD HazMat response team based on their ability to meet the standards set by the bylaws governing the Tri-County Hazardous Materials Response Team.
- (b) The City shall compensate said members a monthly percentage of two percent (2%) of the top step firefighter.
- (c) In the event that there are changes in the specific HazMat duties and/or scope of responsibilities of the aforementioned twelve IAFF 469 members after execution of the Tri-County Hazardous Materials Response Team agreement, the City and the Union shall conduct any legally required negotiations on the effects of the change(s).
- (d) The City shall furnish the Union with a copy of the Tri-County HazMat agreement when executed and changes as they occur in the future.
- (e) The participating Union members shall attend the initial forty (40) hour HazMat Technician Course. Personnel on-duty will be granted city business leave and off-duty personnel will be compensated at the overtime rate pursuant to the existing IAFF Local 469 Collective Bargaining Agreement.
- (f) The participating Union members shall complete the annual required 24-hours continuing education as required by Washington Administrative Code 296-824-300. Union members are not required to meet the 24-hour continuing education requirement on their own time without compensation. If the Union member is required by fire administration to meet the 24-hour continuing education on their day off, said member(s) shall be compensated at one and one-half their scheduled rate of pay. Union members may be allowed to utilize pre-recorded classroom lectures or alternative methods of instruction (multi-media training, DVD, interactive CD, etc.) in lieu of scheduled classes in the event that the member cannot attend on their scheduled shift.

- (g) A Deputy Chief shall be in charge of the YFD HazMat activities. It shall be the responsibility of fire administration to execute all non-incident related administration of this division.
- (h) Rank amongst Union members performing HazMat work shall not be recognized while functioning as part of the Tri-County Hazardous Materials Team. All Union members participating in this team shall perform on an equal level all work they are assigned by the Incident Commander.
- (i) Any required medical or physical examination, as it relates to said team, shall be paid for one hundred percent (100%) by the City of Yakima. This cost shall not be a part of nor reflected in the members' negotiated Medical Benefit Plan.

21.13 Specialty Assignment Selection Process. The parties agree to meet and confer on a policy regarding the selection process for specialty assignments.

ARTICLE 22 – VACATION LEAVE & KELLY DAYS

22.1 Vacation Leave. Each LEOFF employee shall have a vacation account. Accruals to this account for LEOFF employees working straight **day shifts** shall be at the following rates.

Service in Years	Accrual Hrs/Mo.	Accrual Hrs/Yr.	Maximum Accrued
0-3	7.33	88	204
3-7	8.66	104	252
7-10	10.66	128	300
10-15	12.66	152	348
15-20	14.66	176	396
20 +	16.66	200	444

22.2 LEOFF employees assigned to a **24-hour shift** shall be eligible to carry maximum vacation leave accumulations according to the following schedule.

Service in Years	Accrual Hrs/Mo.	Accrual Hrs/Yr.	Maximum Accrued
0-5	12	144	300
5-10	14	168	348
10-15	16	192	396
15-20	18	216	444
20+	20	240	492

22.3 Service in years for LEOFF classifications is defined as the most recent period of employment unbroken by voluntary termination, voluntary retirement, voluntary

leaves of absence in excess of thirty (30) days or termination for cause. Such service shall not be considered broken by period of disability retirement, or leave without pay in excess of thirty (30) days for medical reasons, if approved by the Fire Civil Service Commission during which times no service credit shall accrue. Layoff shall not be considered a break in service providing that failure to accept the first offer of reemployment for any reason shall constitute a break in service. (No service credit shall accrue during periods of layoff.)

22.4 If a LEOFF employee is transferred from twenty-four (24) hour shift schedule to day shift and is over the day shift maximum accrual, said employee will be given an opportunity to use up leave within six (6) months from the date of transfer.

22.5 Scheduling of Vacation, Kelly Days, and Days Off in Lieu of Holidays for LEOFF Employees.

(a) The City shall allow five (5) positions per shift, for shift employees from the bargaining unit to be released from duty at any one time for scheduling of vacation, Kelly days, or holidays subject to the subsection below.

(b) Any request for partial shifts of less than 10 hours shall only be granted under the following:

- The request must be made to and approved by the shift commander no less than 24 hours prior to the time requested.
- Any hiring for less than ten hours shall be done by the paging system. After 10 minutes, the overtime hours shall be awarded to the respondent highest on the hiring list for the position to be filled.

22.6 For LEOFF classifications, any vacation accumulated over the stated limits shall be paid at one hundred percent (100%) of base wage as of December 31 of each year; provided, however, at least seventy-five percent (75%) of the annual accrual rate for vacation must have been used during the year in order to qualify for the payment; provided, however, if the Employer cancels an employee's scheduled vacation and this canceling results in vacation accumulation over the stated limits as of December 31 of any particular year then the Employer will pay for said vacation at the normal hourly rate. Payment for any vacation accumulated over the stated limits is subject to the Employers' inability to reschedule the vacation time off. Neither party shall unreasonably withhold approval of rescheduling of vacation previously canceled.

22.7 Employees shall be able to cancel scheduled earned leave with thirty (30) days notice.

ARTICLE 23 – LEOFF EMPLOYEE HOLIDAYS

- 23.1 (a) At the first of each year, all LEOFF members of the bargaining unit will receive a credit of 120 hours to their holiday leave account. New employees hired after that date will receive holiday credits at the rate of 10 hours per month for all months remaining in the calendar year. New employees must be scheduled to work for more than one-half (1/2) of the month's shifts in order to receive holiday credit for the month in which they were hired.
- (b) Employees transferring from days to shifts will receive holiday credits at the rate of ten (10) holiday hours per month for the calendar months remaining in the year. Employees transferring from shifts to days will have ten (10) hours per month for each calendar month remaining in the year deducted from their 120 hours of holiday credits which shall not be reduced to less than zero credits. The employee's schedule which encompasses more than one-half (1/2) of a month shall determine whether or not credits are added or reduced for that month.
- 23.2 Holiday time must be used in the calendar year in which it was credited and may not carry-over into successive calendar years. Unused holiday time will be paid at one hundred percent (100%) of the base wage as of December 31 of each year up to a maximum of ninety-six (96) hours per employee.
- 23.3 An employee who uses up their 120 hours of holidays and leaves the Department before December 31 shall have 10 hours removed from their earned leave account for each month remaining in the year that the employee has not worked at least one (1) shift.
- 23.4 If an employee has not used the holiday time in the calendar year in which it was earned due to long term sick leave, disability leave, disability retirement or layoff then the employee shall be paid for unused holiday time at ten (10) hours per month for those months in which the employee has actually worked at least five (5) shifts.

ARTICLE 24 – SICK LEAVE ACCRUAL/EXCHANGE FOR LEOFF EMPLOYEES

- 24.1 Regular LEOFF II employees working a 24-hour shift schedule may exchange accrued sick leave for pay or for additional leave time as appropriate, in accordance with the options provided the employee, subject to the following provisions:

No exchange of accrued sick leave for additional leave days or for cash will be granted for those employees with **1080 hours or less** of accrued sick leave except:

- (a) Upon retirement or death, the employee's accrued sick leave up to 1080 hours or less will be exchanged for pay at the rate of sixty percent (60%) of hours at one hundred percent (100%) of the employee's current base pay. To qualify, the employee must have at least twenty (20) years of service within the LEOFF II pension system.
- (b) Upon termination under honorable conditions, as distinct from retirement or death, the employee's accrued sick leave up to 1080 hours or less will be exchanged for pay at the rate of twenty-five (25%) of the employee's current base pay. Honorable termination includes resignation with proper notice.
- (c) Upon involuntary termination under honorable conditions, e.g., layoff for budget reasons, accrued sick leave up to 1080 hours or less will be exchanged for pay at the rate of fifty percent (50%) of the employee's current base pay.
- (d) In the event of death in line of duty, all hours of sick leave will be exchanged for pay at the rate of one hundred percent (100%) of the employee's current base pay.

24.2 Exchange of accrued sick leave for additional leave days or for cash will be granted to regular LEOFF II employees who have accrued **more than 1080 hours** of sick leave, subject to the following provisions:

- (a) Upon retirement or death, accrued sick leave up to a cap of 1440 hours will be exchanged for pay at the rate of sixty percent (60%) of hours at one hundred percent (100%) of the employee's current base pay. To qualify, the employee must have at least twenty (20) years of service within the LEOFF II pension system.
- (b) Upon termination under honorable conditions, as distinguished from death or retirement, accrued sick leave up to a cap of 1440 hours will be exchanged for pay at the rate of fifty percent (50%) of the employee's current base pay.
- (c) Employees who have accrued more than 1080 hours of sick leave may exchange such sick leave for bonus (additional) leave at the rate of three (3) shifts of sick leave for each additional vacation shift, not to exceed a total of five (5) added vacation shifts annually, utilization of which would be subject to the scheduling and approval of the department head.

- (d) Upon involuntary termination under honorable conditions, e.g., layoff for budget reasons, 1080 hours of accrued sick leave up to a cap of 1440 hours will be exchanged for pay at the rate of fifty percent (50%) of the employee's current base pay.
 - (e) In the event of death in the line of duty, all hours of accrued sick leave will be exchanged for pay at the rate of one hundred percent (100%) of the employee's current base pay.
- 24.3 The maximum accumulation of sick leave for LEOFF II employees shall be a total of 1,440 hours for any purpose including use and/or exchange.
- 24.4 Sick Leave Exchange Procedure. Any regular LEOFF II employee may exchange accrued sick leave as provided in Sections 24.1, 24.2, 24.6, 24.7 or 24.8 herein at the option of the employee, subject to the following conditions and provisions:
- (a) Authorization for such an exchange shall be made by time ticket submitted to the Fire Chief or his designee.
 - (b) No exchange will be granted for less than twenty-four (24) hours of vacation leave.
 - (c) No exchange will be granted to an employee who has been terminated for cause.
- 24.5 Regular LEOFF II employees hired on or after October 1, 1977 shall be granted sick leave in accordance with Municipal Code 2.22.075.
- 24.6 LEOFF II personnel working a 40-hour week shall be eligible to exchange sick leave according to the following schedule. A maximum of 1040 hours may be accumulated for either exchange or use.

No exchange of accrued sick leave for additional leave days or for cash will be granted for employees with **720 hours or less** of accrued sick leave, except:

- (a) Upon retirement or death, the employee's accrued sick leave up to 720 hours or less will be exchanged for pay at the rate of sixty percent (60%) of the employee's current base pay. To qualify, the employee must have at least twenty (20) years of service within the LEOFF II pension system.
- (b) Upon termination under honorable conditions, as distinct from retirement or death, the employee's accrued sick leave up to 720 hour or less will be exchanged for pay at the rate of twenty-five percent (25%) of the employee's current base pay. Honorable termination includes resignation with proper notice.

- (c) Upon involuntary termination under honorable conditions, e.g., layoff for budget reasons, accrued sick leave up to 720 hours or less will be exchanged for pay at the rate of fifty percent (50%) of the employee's current base pay.
 - (d) In the event of death in the line of duty, all sick leave will be exchanged for pay at the rate of one hundred percent (100%) of the employee's current base pay.
- 24.7 Exchange of accrued sick leave by 40-hour week employees for additional leave days or for cash will be granted to regular LEOFF II employees who have accrued **720 hours or more**, subject to the following provisions:
- (a) Upon retirement or death, the employee's accrued sick leave up through a maximum 1040 hours will be exchanged for pay at the rate of sixty percent (60%) of the employee's current base pay. To qualify, the employee must have at least twenty (20) years of service within the LEOFF II pension system.
 - (b) Upon termination under honorable conditions, as distinguished from death or retirement, the employee's accrued sick leave up through a maximum of 1040 hours will be exchanged for pay at the rate of twenty-five (25%) of the employee's current base pay.
 - (c) Upon involuntary termination under honorable conditions, e.g., layoff for budget reasons, the employee's accrued sick leave up through a maximum of 1040 hours will be exchanged for pay at the rate of fifty percent (50%) of the employee's current base pay.
 - (d) In the event of death in the line of duty, the employee's accrued sick leave will be exchanged for pay at the rate of one hundred percent (100%) of the employee's current base pay.
 - (e) Employees who have accrued more than 720 hours of sick leave may exchange such sick leave for bonus (additional) leave at the rate of twenty-four (24) hours of sick leave for an additional vacation leave day eight (8) hours, not to exceed a total of forty (40) hours added vacation leave days annually, utilization of which would be subject to the scheduling and approval by the department head.
- 24.8 In December of each year, any accruals by 40-hour week employees beyond a 1040 hour limitation will be automatically exchanged based upon the formula of 8 hours pay for each thirty-two (32) hours accrued or a percentage thereof for

smaller accruals. Such pay will appear on the employee's final paycheck for the year.

- 24.9 LEOFF II personnel reassigned from shifts to days shall have all hours of accrued sick leave converted utilizing the factor of 1040/1440 or .7222 and personnel reassigned from days to shift shall have all hours of accrued sick leave converted utilizing the factor of 1440/1040 or 1.385. In no case can the employee accrue more than the maximum sick leave allowance.
- 24.10 Employees who become ill or injured while on approved earned leave (vacation, holiday, or comp time) may utilize sick leave for the period of illness or injury: provided the employee immediately upon becoming incapacitated notifies the division supervisor and presents to management upon returning to work, a certificate from a health care provider, stating the nature and duration of the incapacity.
- 24.11 All final cash out proceeds under this article will be contributed to the Washington State Council of Fire Fighters Benefit Trust Retiree Medical Account (MERP). (Refer to Article 40 of this agreement)

ARTICLE 25 – SICK LEAVE POOL

- 25.1 **Local 469 Executive Board will manage and is solely responsible for the administration of the IAFF Sick Leave Pool and the processing of requests.**

All requests processed by the Payroll Office by the fifteenth (15th) of a month shall be effective for that month.

Records of all transactions from the leave pool to the recipient will be maintained by the Payroll Office. If specific medical information is submitted it will be maintained in the employees' medical file in the Human Resources Office.

ARTICLE 26 – BIRTHING LEAVE/MATERNITY LEAVE

- 26.1 Pregnancy and maternity/paternity leave will be treated in accordance with state and federal law.

ARTICLE 27 – LIGHT DUTY FOR LEOFF II EMPLOYEES

- 27.1 Off-duty extended injury, illness or pregnancy.

LEOFF II employees who are off-duty due to an extended off-duty injury or illness and cannot perform their regular duties may request in writing to the Chief of the Department an assignment to light duty. Any light duty assignment will be contingent on the Department's needs and the employee's ability to perform

assigned duties within the scope that would be allowed based on a physician's recommendation. All light duty assignments will be for up to (30) days and will be reviewed by the Chief of the Department to determine any extension of the assignment. Light duty assignments will not include fire suppression, EMS response, dispatching duties, or delay the appointment or filling of a Civil Service position due to work being performed by the employee on light duty. Any employee on light duty will maintain all the rights and benefits of this contract and earn job and position seniority as consistent with a day position. Employees assigned to light duty on an 8-hour day shift who have previously been assigned to a 24-hour shift will have their sick leave hours converted utilizing the factor of 1040/1440 or .7222. Upon return to the 24-hour shift assignment their sick leave hours will be converted utilizing the factor of 1440/1040 or 1.385. In no case can the employee gain more than 100% of sick leave or income from this assignment.

27.2 On-duty extended injury or illness.

LEOFF II employees who are injured or incur illness on-duty may be required at the discretion of the department to be placed on light duty. Any light duty assignment will be contingent on the Department's needs and the employee's ability to perform assigned duties within the scope that would be allowed based on a physician's recommendation. All light duty assignments will be for up to (30) days and will be reviewed by the Chief of the Department to determine any extension of the assignment. Light duty assignments will not include fire suppression, EMS response dispatching duties, or delay the appointment or filling of a Civil Service position due to work being performed by the employee on light duty. Any employee on light duty will maintain all the rights and benefits of this contract and earn job and position seniority consistent with a day position.

Employees assigned to light duty on an 8-hour day shift who have previously been assigned to a 24-hour shift will have their sick leave hours converted utilizing the factor of 1040/1440 or .7222 and upon return to the 24-hour shift will have their sick leave converted utilizing the factor 1440/1040 or 1.385. In no case can the employee gain more than 100 % of sick leave or income from this assignment.

ARTICLE 28 – COMPENSATORY TIME OFF

- 28.1 All bargaining unit employees shall have the option of receiving payment or credited time off at the rate of one and one-half (1.5) actual overtime hours worked in accordance with Municipal Code Section 2.22.040 (E). Compensatory time shall be separately accounted for and will have to be cleared by use or pay by December 31, annually.

Up to one (1) average work week's worth of hours may be accumulated (i.e., forty (40)). Use shall be scheduled at the City's discretion with due regard to the wishes of the employees and the City's work requirements.

- 28.2 Court Appearance Leave. In the event members of the bargaining unit receive a subpoena to appear in court to provide testimony in an official capacity, such required absence from scheduled duty shall be considered time worked for pay purposes. When said employees are required to appear in court in an official capacity in their off duty hours, they shall be paid at the applicable rate for such time. Verification of court attendance shall be on a form prescribed by the Fire Department and shall include a statement of hours signed by the relevant court clerk.
- 28.3 An off duty employee who is required by the Chief of the Department to testify before the Civil Service Board on matters pertaining to his assigned duties shall be compensated for actual time in attendance in accordance with 28.2 of this Article. Verification of attendance shall be on a form prescribed by the Fire Department and shall include a statement of hours of attendance signed by the relevant court clerk.
- 28.4 Training Time.

For LEOFF employees, off duty training that is required by the Chief of the Department or his designee shall be paid at overtime rate pursuant to Article 29.3 for each hour or portion thereof that is spent in actual training.

ARTICLE 29 – OVERTIME FOR LEOFF EMPLOYEES

- 29.1 Only the hours that a LEOFF employee is physically present on his assigned shift or work period are considered hours worked.
- 29.2 When LEOFF employees assigned to a 24-hour shift work more than 182 hours on their assigned shifts in a 24 day work period, or in the case of other LEOFF employees, 40 hours in a 7 day work period, such employees shall be paid at the overtime rate required by the Fair Labor Standards Act for all hours worked in excess of 182 hours or 40 hours, respectfully.
- 29.3 Premium Duty Pay. LEOFF personnel working outside of their normally scheduled shifts at a time they are not assigned to work, except as noted in 29.4 below, shall be paid at the overtime rate required by the Fair Labor Standards Act.
- 29.4 Emergency Duty Pay. When LEOFF personnel are called from off-duty by the Fire Chief or his/her designee because of an emergency the employee shall receive Emergency Duty Pay. The Emergency Duty Pay rate shall be calculated by dividing base monthly salary by 173.33 and multiplying the result by 1.5.

29.5 Fractions of an hour served on overtime duty shall be rounded to the next full hour for the purpose of computing the amount of overtime.

ARTICLE 30 – DUTY WEEK FOR LEOFF EMPLOYEES

30.1 The average hours of duty for 24-hour shift LEOFF employees shall average fifty-point four six (50.46) hours per week.

30.2 The employees serving in the positions of Deputy Fire Marshal, Assistant Fire Marshal, Training Captain, and Training Lieutenant shall work a shift consisting of forty (40) hours per week in the form of five (5) eight (8) hour days. Alternate forty (40) hour shifts may be worked as mutually agreed upon by the employee and the employer.

ARTICLE 31 – TOBACCO USE ON DUTY

31.1 The Union and the City recognize that health problems are caused by smoking and tobacco use and therefore agree to the elimination of the use of all tobacco products by all members of the Fire Department from all areas within fire stations, administrative offices, shops and any other buildings or facilities of the Fire Department. Violations of these provisions shall constitute a basis for disciplinary action to be handled in accordance with normal disciplinary procedures.

ARTICLE 32 – PHYSICAL FITNESS

32.1 For LEOFF employees, there shall be established a physical fitness committee. Composition of the committee shall consist of:

- (a) Two members designated by the Fire Chief.
- (b) Two members of the bargaining unit.
- (c) One member from outside the department, selected by the other four members to serve as chairperson. The outside representative should have the following professional characteristics: Experience or education in physical fitness, or medicine or related field.

32.2 The purpose of the committee is to develop a physical fitness program, establish policy, manage the on-going program and make appropriate recommendations on awards and/or discipline.

32.3 The Physical Fitness Program established by the Physical Fitness Committee shall be reviewed and revalidated annually by the Department and the Union. The

program and the policy governing this program shall not be changed except by the mutual consent of the Department and the Union.

- 32.4 Both parties have agreed to jointly work on addressing issues and programs pertaining to physical fitness.
- 32.5 Upon request by the fitness committee, only the medical results that pertain to physical fitness shall be given to the committee.
- 32.6 The City shall schedule and pay for medical examinations for employees in the bargaining unit at age 35 and 37 and every two years after the age of 40. The City shall send notification to the employee at least 60 days prior to his/her birthday that the examination is due. The employee shall sign a letter stating whether he/she wishes to have the examination.

ARTICLE 33 – CREATION OF NEW LEOFF CLASSIFICATIONS

- 33.1 The salary, hours of work, working conditions, selection criteria and fringe benefits for all newly created classifications or classification modifications within the bargaining unit shall be negotiated with the Union prior to the filling of any position within the new classification.

ARTICLE 34 – DEFERRED COMPENSATION FOR LEOFF EMPLOYEES

- 34.1 Each bargaining unit member shall be paid, in addition to that employee's monthly salary, deferred earned compensation each month in an amount equal to four percent (4%) of base pay to a deferred compensation account.
- 34.2 Said deferred compensation is separate pay and is not part of the base monthly salary schedule codified in Yakima Municipal Code Pay and Compensation Ordinance, subsection 2.20.110. This provision is subject to the City's deferred compensation rules and regulations adopted by the City Council and IRS regulations, and the computation of retirement contributions and pension benefits shall be governed by applicable state law.
- 34.3 If 50% or more of the members of the bargaining unit elect to enroll in the new IAFF program, then 100% of the members shall move to the IAFF deferred compensation program.

ARTICLE 35 – DISCIPLINE POLICY

- 35.1 Policy Supersedes: The Disciplinary Policy is incorporated into this Agreement and is attached hereto as Appendix A. In accordance with relevant PERC decisions and by agreement of the Parties should a conflict occur between the provisions of collectively bargained Appendix A and the

provisions of Rule XIX - Disciplinary Actions, contained in the General Rules and Regulations of the Civil Service Commission For Fire Department Employees of the City of Yakima then such conflict shall be resolved in favor of the provisions in Appendix A which shall supersede. Where there is no conflict between Appendix A and Rule XIX the provisions of each shall equally apply to employee discipline.

35.2 Election of Remedies: The use of the CBA grievance procedure will constitute an election of remedies. Except as provided for in Article 9.3 (h), an employee seeking redress through the Labor Agreement may not seek judgment of the same matter through the Civil Service Commission.

ARTICLE 36 – MUNICIPAL CODE SECTIONS PERTAINING TO LEOFF EMPLOYEES

- 2.01 Group Insurance
- 2.04.010 Plan Adopted
- 2.04.030 City Contributions

- 2.16 Bonds For Officers
- 2.16.010 Bonds Required – Amount

- 2.20 Salaries
- 2.20.010 Persons Subject to the Plan
- 2.20.040 Policy for Pay Steps
- 2.20.060 Transfer, Promotion, Reclassification, Demotion or Reinstatement of Employees
- 2.20.070 Reduction in Salary
- 2.20.080 Effect on Budget
- 2.20.085 Reimbursement for Expenditures
- 2.20.86 Reimbursed Expenditures – Amounts
- 2.20.088 Uniform Allowance – Special Assignment Pay
- 2.20.100 Classification Plan
- 2.20.110 Compensation Plan

- 2.22 Fire Department – Working Conditions
- 2.22.010 Work Week
- 2.22.020 Calling Off-Duty Firefighters in an Emergency
- 2.22.030 Compensation
- 2.22.040 Overtime Pay
- 2.22.050 Special Assignment Pay
- 2.22.060 Time-off Privileges – Vacation Leave
- 2.22.070 Time-Off Privileges – Compassionate Leave
- 2.22.075 Time-Off Privileges – Sick Leave
- 2.22.80 Holidays

2.24	Longevity Plan
2.24.010	Longevity Plan – Eligibility - Restrictions
2.24.015	Longevity Plan – Service Recognition Award
2.24.20	Leave Of Absence for Service in Armed Forces
2.40	Leaves of Absence
2.40.010	Eligible Employees
2.40.020	Vacation Leave
2.40.030	Sick Leave
2.40.040	Civil Leave
2.40.050	Military Leave
2.40.060	Leave Without Pay
2.40.70	Unauthorized Absence
2.44	Lobbying by City Personnel
2.44.030	Permitted Activities of Representatives
2.44.040	Payment for Services of Representatives
2.44.050	Prohibited Expenditures
2.44.060	Ethical Practices and Conduct

In cases of conflict between the Municipal Code and this Agreement, the latter shall control. Nothing herein shall alter the parties' rights and obligations to bargain collectively concerning proposed changes in the Municipal Code that affect wages, hours or working conditions of bargaining unit employees.

ARTICLE 37 – ENTIRE AGREEMENT

- 37.1 The Agreement expressed herein in writing constitutes the entire agreement as negotiated between the parties and no oral statement or previous written agreements shall add to or supercede any of its provisions.
- 37.2 The City and the Union agree to establish a regular monthly meeting for the purpose of discussing matters considered of importance to them respectively and to maintain a channel of communication. It is intended that such communication be used as a tool to prevent problems from developing and to solve problems, which have surfaced.

The City and the Union may voluntarily and mutually agree upon solutions to the aforementioned problems, real or developing and such agreements shall, when appropriate, be reduced to a memorandum and attached to this Agreement.

- 37.3 Date of Hire List for LEOFF Employees. The City will provide a date of hire list for LEOFF employees no later than February 1st of each year to be posted at all fire stations.

ARTICLE 38 – NO PYRAMIDING

- 38.1 Nothing contained in this agreement shall be interpreted as requiring duplication or pyramiding of overtime payments involving the same hours of labor except as otherwise specifically provided in this agreement.

ARTICLE 39 – SAVINGS CLAUSE

- 39.1 All provisions of this agreement are subject to applicable laws, and if any provision of any article of this agreement is held or found to be in conflict therewith, said provision shall be void and shall not bind either of the parties hereto; however, such invalidity shall not affect the remaining articles of this Agreement. Notwithstanding any other provisions of this Agreement the Employer may take all actions reasonable to comply with the Americans with Disabilities Act and the Family Medical Leave Act.

ARTICLE 40 – MEDICAL SAVINGS ACCOUNT

- 40.1 The City and the Union have agreed to implement a medical reimbursement plan for Bargaining Unit members for the term of this agreement.

40.2 Conversion of Sick Leave Cash out to Retiree Medical Savings Account.

- (a) The City shall participate in the Washington State Council of Fire Fighters Employee Benefit Trust (the “Trust Agreement”) and the Premium Reimbursement Plan of the Washington State Council of Fire Fighters Employee Benefit Trust (the “Plan”) and agrees to make contributions to the Plan on behalf of all employees in the Collective Bargaining Unit who are eligible to participate in the Plan by reason of having excess sick leave conversion rights. For the purposes of this article, excess sick leave conversion rights are defined as sick leave cash-outs at retirement. Contributions on behalf of each eligible employee shall be based on the cash-out value of sick leave hours accrued by such employee and available for cash-out at retirement. IRS codes require all eligible employees to participate.

40.3 Monthly Contributions.

In addition to the conversion of sick leave cash out to Retiree Medical Savings Account described above, the City shall make the following monthly contributions to the Plan on behalf of Bargaining Unit members:

- (a) The City shall deduct monthly contributions on a pre-tax basis in the amount of Seventy-five Dollars (\$75.00) per month from the base salary of each LEOFF II employee covered by this Agreement, to the Washington State Council of Fire Fighters (WSCFF) Employee Benefit Trust. The Union shall have the option to adjust their portion of the contribution rate from time to time, as a result of premium changes by the Trust. Effective 1/1/08, the City shall pay for \$45.00 Dollars of the Seventy-five Dollars (\$75.00) contribution to the Benefit Trust.
- (b) The City shall transmit, mail or forward the monthly contribution on or about the sixth of every month, but no later than the tenth, for that month's contribution.

40.4 The Union and the Employees agree to hold the Employer harmless and indemnify the Employer from any and all liability, claims, demands, law suits, 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 Trust Fund. The Union and Employees shall be one hundred percent (100%) liable for any and all liabilities that arise out of the Trust Fund. The Union and Employees shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the Trust Fund.

ARTICLE 41 – MEMORANDUMS OF UNDERSTANDING (MOU's)

41.1 The parties acknowledge that the need for a Memorandum of Understanding (MOU) may arise during the term of this agreement. All MOU's developed during the course of this agreement shall be incorporated as appropriate in the successor agreement as negotiated and agreed upon by the parties.

The Addendum to LEOFF CBA signed January 7, 2011 that reflects concessions between the IAFF Local #469 and the City of Yakima, will remain in effect until 11:59 pm on December 31, 2011 at which time the addendum in its entirety will be null and void and purged from the CBA.

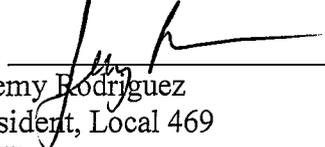
ARTICLE 42 – TERM OF AGREEMENT

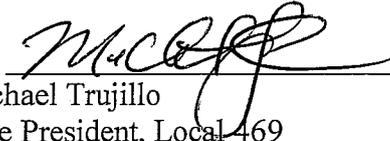
42.1 This Agreement shall be deemed effective from and after the 1st day of January 2011 through the 31st day of December, 2011; provided however, that this Agreement shall be subject to such periodic changes as may be voluntarily and mutually agreed upon by the parties hereto during the term thereof.

Executed by the parties hereto this 21st day of July, 2011.

Recommended by:

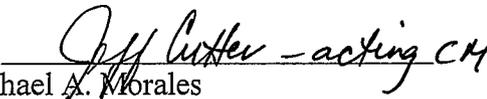
LOCAL 469, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO

By: 
Jeremy Rodriguez
President, Local 469
IAFF

By: 
Michael Trujillo
Vice President, Local 469
IAFF

By: 
Mike Wagner
Secretary-Treasurer, Local 469
IAFF

CITY OF YAKIMA

By:  - acting CM
Michael A. Morales
Interim City Manager

By: 
Dave Willson
Acting Fire Chief

ATTEST:

By: 
Deborah Kloster
City Clerk



City Contract No. 2011-68
Resolution No. R-2011-125

APPENDIX A

Yakima Fire Department DISCIPLINARY POLICY

Purpose: To increase professionalism, improve morale, improve manager/employee relations, foster long-term positive change, and deter future performance deficiencies.

The City of Yakima Fire Department and Yakima Public Safety Communications Center hereby adopts the following disciplinary guidelines, relating to the administration a process of corrective disciplinary actions.

This policy is in addition to any applicable policies, SOPs, and guidelines regarding disciplinary action applicable to bargaining unit members, including the Fire Civil Service Rules and Regulations.

Procedure

A. Progressive Discipline

The process of progressive discipline is intended to assist the employee in overcoming performance problems and to meet job expectations. Progressive discipline is most successful when it assists an individual in becoming an effective and productive member of the organization.

Failing that, progressive discipline enables the organization to address misconduct or sub-standard performance of employees who demonstrate an unwillingness or inability to improve.

Generally, there are four main types of corrective disciplinary action; oral reprimand, written reprimand, suspension, and discharge. Demotions, deductions of pay within the pay range, and other forms of discipline may also be used depending on the circumstances. The four main types of corrective discipline are defined as follows:

1. **Oral Reprimand** – Any instance in which an employee is issued an oral reprimand for an infraction or performance deficiency by any supervisor.

An oral reprimand shall include all of the following:

- A meeting with the employee and his/her immediate supervisor.
- The employee informed that this is an oral reprimand
- Oral reprimands will be memorialized by memo to include the date and time of

the infraction, the department policy, SOP or guideline that has been violated, an action plan to correct the behavior and action necessary to avoid further discipline.

- A memo documenting receipt of the oral discipline shall be signed by the individual and the immediate supervisor. This memo is to be filed with his or her immediate supervisor and a copy is to be provided to the employee. Memo is not placed in employee's personnel file.
2. **Written Reprimand** – Any instance in which an employee is formally issued a written reprimand document for an infraction or performance deficiency by any supervisor.

Written reprimand shall include all of the following:

- A meeting with employee, immediate supervisor,
 - The employee informed that this is a formal written reprimand.
 - Written reprimands will be memorialized by a letter which shall document date and time of the infraction, the department policy, SOP, or guideline that has been violated, the previous related discipline, an action plan to correct the behavior and action necessary to avoid further discipline.
 - A copy shall be maintained in employee's personnel file and given to the employee.
3. **Suspension** – Any instance in which any employee is released from duty without pay from city service.

If subsequent to a satisfactory investigation, suspension of an employee is the contemplated level of discipline the process shall include all of the following:

- Provide the employee with a pre-disciplinary letter that schedules the "Loudermill" meeting with the employee.
- The pre-disciplinary letter shall inform the employee of the alleged policy, SOP or guideline violation, including time and date. Also include any previous related discipline, violations and the anticipated level of discipline
- A discipline letter will be issued informing the employee of the length of the suspension, containing an action plan designed to correct the behavior. The letter will also contain action necessary to avoid further discipline and detail the employee's return to work.
- The original disciplinary letter will be provided to the employee and a copy of the pre-disciplinary and disciplinary letters will be maintained in the employee's personnel file.

4. **Discharge** – Any instance in which an employee is involuntarily terminated from city service.

- If subsequent to a thorough investigation, discharge of an employee is the contemplated level of discipline the process shall include all of the following:
- Provide the employee with a pre-disciplinary letter that schedules the “Loudermill” meeting with the employee.
- The pre-disciplinary letter shall inform the employee of the alleged policy, SOP or guideline violation, including time and date. Include previous related discipline and violations and anticipated level of discipline.
- A discipline letter will be issued that informs the employee of the effective date of the discharge and appeal process.
- The employee will be given the original disciplinary letter and a written copy of the pre-disciplinary and disciplinary letters will be maintained in the employee’s personnel file.

B. Progressive Disciplinary Process

When a sub-standard performance persists despite informal counseling, coaching or remedial training, an increase in the level of disciplinary action will be initiated and directed toward correcting the behavior. Continuing offenses, which alone may justify nothing more severe than a written reprimand, may be cause for more serious discipline up to and including discharge should the employee not make the corrections required. The Progressive Disciplinary process will utilize only the level of discipline and corrective action necessary to achieve the improved performance and deter future rule violations.

All oral reprimands shall be placed on file in the Deputy Chief or Communications Supervisors office. Oral reprimands are not to be placed into the employee’s personnel file and shall be removed from the Deputy Chief or Communications Supervisors file upon request of the employee after two years.

Written and suspension documentation shall be placed in the employee’s personnel file. Time begins the day the documents are filed into the employee’s personnel file. The documentation shall be removed upon request of the employee after two years.

Consistent with the Fire Civil Service Rules and Regulations, an employee disciplined under this policy may file with the Civil Service Commission a written request for a hearing, within 15 days from the time of receipt of written notice of such discipline, whereupon, consistent with the Rules, the Commission shall conduct such hearing. Failure to file such written request within the time specified shall be deemed a waiver of any right of review.

C. Definitions of levels of infraction:

Minor Infraction – Any violation that does not compromise safety, efficiency, or the ability to properly respond to or process an emergency call. Violations of this type may rise to the level of an oral or written reprimand. Multiple violations may rise to the level of termination.

Examples but not limited to:

- Tardiness
- Inefficiency or inattention to duties
- Failure to maintain satisfactory and harmonious working relationships
(depending on the extent, this may be considered a more serious infraction).

More Serious Infraction – Any violation that compromises the integrity of the department or the city or which the consequences cause only minor disruption of work. Violations of this type may rise to the level of a reduction in pay, suspension or demotion. Multiple violations may rise to the level of termination.

Examples but not limited to:

- Careless, negligent or improper use of City property
- Releasing confidential information without proper authority
- Unauthorized absence or improper use of any type of leave
- Public defamation of character or the organization

Intolerable Infraction – Any action that endangers the safety, health, or well-being of another person. The act is of sufficient magnitude that the consequences cause disruption of work or gross discredit to the Department or City of Yakima. Violations of this type may rise to the level of immediate termination.

Examples but not limited to:

- Fighting with the intent to do bodily harm
- Insubordination, open and willfully defying of an order
- Consumption or distribution of alcohol or illegal drugs on duty
- Falsification, fraud, or willful omission of information related to the job
- Endangering of coworkers and/or civilians due to reckless behavior
- Pattern of performance deficiencies

D. Probationary Employees

These guidelines are designed to promote corrective discipline and do not apply to probationary employees.

E. Training

In order to assist supervisors in enforcing this policy and applying discipline uniformly, labor and management will cooperatively present training to all supervisors.