

**IAFF PERS  
COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**THE CITY OF YAKIMA, WASHINGTON**

**and**

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

**EFFECTIVE:**

**January 1, 2022, through December 31, 2025**



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**LOCAL 469,  
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AFL-CIO**

This Agreement, made and entered into this first day of January 2022, 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 regular Fire Department employees in the Public Employees Retirement System (PERS) classifications, Telecommunicator 1's, Telecommunicators, Training Supervisor, Communications Division Office Assistant and Public Safety Telecommunicator Supervisors. Excluded from the bargaining unit are the Fire Chief, Deputy Fire Chiefs, Shift Commanders, Fire Department Administrative Assistant, Uniformed Firefighter personnel, Public Safety Communications Division Manager, Public Safety Assistant Communications Manager and all other employees of the Police and Fire Departments.

**ARTICLE 2 - UNION EDUCATION**

- 2.1 The Union will be given four (4) hours to provide Union education to new employees within their first month of employment. Attendance by employee is optional. The education is designed to give the employee a more complete explanation of all of the benefits of Union membership.

**ARTICLE 3 - PAYROLL DEDUCTIONS**

- 3.1 The City agrees to deduct uniformly required Union membership fees, dues and other assessments by the Union 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 Payroll Administrator of the City of Yakima of amounts to be deducted from the pay of each such person. The City shall transmit such amounts to the official and location designated by the bargaining unit representatives 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, allegations, or lawsuits

against the City arising from payroll deductions and/or the transmittal of such deductions for 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 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. Except as limited by the terms of this Agreement, the City shall have the right to manage its affairs, including the following but not limited to:

- (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 available to employees on CityICE.
- (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 as a policy in the division's Policy & Procedures manual on CityICE.
- (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. Should the need arise, 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 work clothing. 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.
- 6.4** Management, at their discretion, may allow a former employee who left by resignation and in good standing, and who has been gone for less than twelve (12) months, return to the classification, which they left, or another classification in which they qualify.

## **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; sexual orientation; physical, mental, or emotional handicap; national origin; political affiliation; Union involvement; or any other type of protected activity. Nothing in this section shall prohibit the City from establishing bona fide occupational qualifications.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.1** **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.
- 8.2** **Definition.** A grievance is a dispute involving the interpretation, application, or alleged violation of any provision of this collective bargaining agreement.
- 8.3** **Special Provisions.**
- (a) To be reviewable under this procedure, a grievance must be commenced within sixty (60) calendar days after the action or decision giving rise to the grievance.
  - (b) 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 8.4(g).

- (c) A grievance may be entertained in or advanced to any step in the grievance procedure if the parties so jointly agree.
- (d) 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.

#### 8.4 Process.

(a) Step 1 - The Union Grievance Committee

As soon as possible, but in no case later than the time period specified above, an employee who feels a matter or situation exists which constitutes a grievance shall submit a written statement asserting their claim to the Union Grievance Committee. The employee shall also inform their supervisor in conjunction with filing a grievance with the IAFF Grievance Committee.

(b) Step 2 - Grievance timely filed in writing with appropriate Management Personnel

Upon receiving a written statement from any source asserting a matter or situation exists, which is claimed to constitute a grievance, the Union Grievance Committee shall determine whether or not, in its opinion a grievance does exist. If, in the opinion of the committee, no grievance exists, no further action shall be taken. If, in the opinion of the committee, a grievance does exist, then the committee shall, with or without the member or members who asserted the grievance, present the grievance in writing to the Division Manager, deputy chief or designee for resolution. The claim of grievance shall specify the article of this agreement or past practice, violation or application of which is claimed. The grievance must also be presented to the Division Manager, deputy chief or designee (dependent on the grieved employee's job classification) within sixty (60) calendar days after the action or decision giving rise to the grievance.

The Division Manager, Deputy Chief, or designee shall conduct an investigation and provide a written decision within thirty (30) calendar days of receipt of the grievance. In the case of SunComm, the Assistant Division Manager will make a recommendation to the Division Manager who will respond to the grievance within the allowed timeframe.

(c) Step 3 - Grievance Appealed To Chief(s)

If the Grievance Committee and the Division Manager, Deputy Chief or designee cannot reach agreement regarding a remedy, the Grievance Committee may, within thirty (30) calendar days of receipt of the written decision, submit the grievance to the Fire Chief or designee. The Fire Chief or designee shall make a separate investigation of the issue(s) and notify the Grievance Committee in writing of his/her decision, and the reasons therefore, within thirty (30) calendar days.

(d) Step 4 - Grievance Appealed To City Manager

If the Grievance Committee is dissatisfied with the decision of the Fire Chief, the Grievance Committee may within thirty (30) calendar days request a review by the City Manager. The City Manager shall forward a written decision to the Grievance Committee within thirty (30) calendar days from receipt of the grievance.

(e) Step 5 – Grievance Appealed To Arbitration

Except as provided in 8.3 (f) of this Article, a grievance which is not resolved as set forth may be appealed to arbitration. If Union Grievance Committee desires to submit the grievance to arbitration as the final step in the grievance process, they



shall notify the City Manager in writing within thirty (30) calendar days of the date the City Manager issues his/her decision as described in Section 8.4(d), Step 4, above. Either party may invoke arbitration upon submission of a written request for same, which identifies the previously filed grievance, and sets forth the issue(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 (PERC), the Federal Mediation and Conciliation Service, or the 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 alternately striking names. The parties shall flip a coin to decide who starts the striking process. The final name left on the list shall be the arbitrator. 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 Union will pay their own remaining costs of arbitration, including attorney's fees, regardless of the outcome.

- (f) 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) calendar days, appeal may be instituted as set forth in 8.4(e), Step 5, above.
- (g) 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 fifteen (15) calendar days after the Step 4 answer the forum in 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.

## **ARTICLE 9 - RELEASE FROM DUTY**

### **9.1 Union Business Leave**

Designated officers and members of the Union, normally not to exceed four (4) in number (any two (2) at one time), shall be granted up to a total of two hundred forty (240) hours of time off for Union business between the four (4) employees, provided that a maximum of one hundred forty (140) of these up to two hundred forty (240) hours off will be paid at the standard rate granted for any leave with pay. The City shall be obliged to release two (2) employees but may allow additional employees to be released simultaneously based upon departmental operational requirements. 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 eight (8) calendar days prior thereto to the SunComm Management or the Deputy Chief as appropriate, and provided further that the total leave for this bargaining unit for the purpose set forth in this section shall not exceed two hundred forty (240) hours in any calendar year. Furthermore, partial shifts may be utilized by employees for departure or return provided Division established minimum staffing 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.

#### **ARTICLE 10 - COLLECTIVE BARGAINING COMMITTEES**

- 10.1 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 June 30<sup>th</sup> 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.
- 10.2 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.
- 10.3 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 Division, such leave shall be without pay.

#### **ARTICLE 11 - COLLECTIVE BARGAINING PROCEDURE**

- 11.1 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 wage, 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.
- 11.2 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. 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. In negotiations for a successor collective bargaining agreement pertaining to bargaining unit members the parties agree to follow the impasse resolution procedures through mediation for uniformed personnel (RCW, 41.56.430, et seq.)

### 11.3 Impasse Resolution

#### (a) Mediation

In the event the Union and the City are unable to resolve any negotiable matters relating to wages, hours, and working conditions for PERS employees, and before any final City Council action by ordinance, resolution or otherwise, either party may request mediation. Said request must be filed within seven (7) calendar days from the declaration of impasse. Before mediation is requested, the unresolved matter may be reduced to writing and reasonable notice given to the other party of intentions to seek mediation. Mediation shall be conducted by the Washington State Public Employment Relations Commission.

#### (b) Consideration by City Council

In the event the Union and the City are unable to resolve any negotiable matters relating to wages, hours, and working conditions for PERS employees, such unresolved matters may be submitted by either party hereto, to the Yakima City Council for discussion and consideration by that body in an effort to satisfactorily settle such unresolved matter prior to any final City Council action by ordinance, resolution or otherwise. Such consideration by the Council shall be made within fifteen (15) calendar days following a written request. The parties shall have the right to be in attendance and be heard.

## **ARTICLE 12 - PROMOTIONAL STANDARDS**

12.1 Promotions shall be determined in accordance with the rules and regulations governing the Yakima Fire Civil Service Commission. All promotions 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.

12.2 Employees who test for the position of Telecommunicator as a promotional candidate from the Telecommunicator 1 classification shall receive five (5) preference points added to their raw score from the testing process.

12.3 Upon being promoted from Telecommunicator 1 to Telecommunicator an employee shall be placed in the appropriate step of the Master Pay Ordinance for the new classification as defined in Yakima Municipal Code 2.20.060.

12.4 In the event an employee moves into a higher level position and a decision is made to return them to the lower level position either voluntarily (with the approval of management) or by direction of management (excluding disciplinary action), they shall be placed in the pay step consistent with their actual service months.

12.5 Grandfathered Telecommunicator 1's who promote to the Telecommunicator classification may, at any time during the probationary period in the Telecommunicator classification either voluntarily (with the approval of management) or by direction of management return to the position of Telecommunicator 1 with no loss of seniority as long as the action was not the result of disciplinary action and follows the guidelines as set forth in Section 12.4

12.6 Telecommunicator's who promote to the Public Safety Telecommunicator Supervisor classification may, at any time during the probationary period in the Public Safety Telecommunicator Supervisor classification, either voluntarily (with the approval of management) or by direction of management return to the position of Telecommunicator with no loss of seniority as long as the action was not the result of disciplinary action and



follows the guidelines as set forth in Section 12.4.

12.7 If an employee returns to their previously held position (as described above) after shift bidding and vacation bidding have been completed for the current or upcoming year, it will not require a rebid of shift or vacation picks.

12.8 SunComm Seniority is defined as follows:

(a) Time in Position

1. For the purposes of Section 12.6, an employee leaving the Public Safety Telecommunicator classification and returning to the Telecommunicator classification, their "Time in Position" in the Supervisor classification will count toward their "Time in Position" in the Telecommunicator classification.
2. For the purposes of Section 12.6, an employee leaving the Telecommunicator classification and returning to the Telecommunicator 1 classification, their "Time in Position" in the Telecommunicator classification will count toward their "Time in Position" in Telecommunicator 1 classification.
3. "Time in Position" shall be used for scheduling.

(b) Time in Center

1. Accrues from an employee's original hire date within the Center, regardless of the classification they are working in the Center.
2. "Time in Center" shall be used for vacation picks.

(c) If an employee transfers to another division within the City of Yakima, their "Time in Center" and "Time in Position" seniority will be tolled for a period lasting no longer than twelve (12) months. After twelve (12) months the employees "Time in Position" and "Time in Center" seniority will be lost.

1. If an employee returns to their previously held position after shift bidding and vacation bidding have been completed for the current or upcoming year, it will not require a rebid of shift or vacation picks.

(d) If an employee leaves employment with the City, their "Time in Position" and "Time in Center" seniority is lost effective upon date of separation.

12.9 All vacancies for positions covered under this agreement will be filled in accordance with Yakima Fire Civil Service Commission rules and regulations.

### **ARTICLE 13 - REFRESHMENT FUNDS**

13.1 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 ensuring that the refreshment funds are administered consistent with applicable law.

## **ARTICLE 14 - WAGES**

- 14.1 Effective 01-01-2022, the base salary of the bargaining unit will be increased by 3.5%.
- 14.2 Effective 01-01-2023, the base salary of the bargaining unit will be increased by 3.5%.
- 14.3 Effective 01-01-2024, the base salary of the bargaining unit will be increased by 3.0%.
- 14.4 Effective 01-01-2025, the base salary of the bargaining unit will be increased by 3.0%

## **ARTICLE 15 - HEALTH CARE INSURANCE**

### 15.1 Medical, Vision and Dental Care Coverage

- (a) Effective April 1, 1994 covered bargaining unit employees, retirees and their dependents shall participate in the "City of Yakima Employees' Health & Welfare Benefit Plans". Eligibility rules, types and of 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".

### 15.2 Health and Dental Care Premium Contribution

- (a) Employee Only Health Care Premium Contribution: The City and the employee shall share medical program premiums on a 50% by the employer and 50% by the employee basis, with a maximum employee contribution of \$50 per month.
- (b) Family Health Care Premium Contributions: The City and the employee shall share family medical program premiums on a 50% by the employer and 50% by the employee basis, with a maximum employee contribution of \$250 per month.
- (c) Dental Care Premium Contributions: The City shall pay the premium for bargaining unit member employee and dependent dental care coverage.
- (d) Employee contributions under this Article will be accomplished through normal payroll deductions.

### 15.3 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 as follows:

- (a) Retirees covered at the time of execution of this agreement and future retirees may elect to remain in the group medical plan until they reach age 65, but they must pay the required premium for such group medical plan.
- (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.

#### 15.4 Washington State Paid Family Medical Leave (PFMLA)/Supplemental Benefits

Employees are eligible for the statewide mandatory insurance program known as the Washington State Paid Family and Medical Leave Act (PFMLA). Employees are eligible to file claims with and receive payments from the Washington State Employment Security Department for qualifying events.

- (a) If an employee is entitled to leave under the PFMLA at the same time as he/she is entitled to leave under the federal Family Medical Leave Act (FMLA), or other leave to which the employee may be entitled, such leave shall run concurrently.
- (b) In addition to any PFMLA benefits the employee receives, the employee may supplement the PFMLA benefits with accrued sick leave, compensatory time, vacation, and/or holiday leave with up to one half (1/2) of the employee's regularly scheduled hours per week. Any accrued leave used in excess of one half (1/2) of the employees regularly scheduled hours will be reported to the Employment Security Department as regular wages.
- (c) It shall be the responsibility of the employee to apply for PFML through the Employment Security Department. The employee, if possible, shall inform the fire department timekeeper in advance and in writing if they want to utilize supplemental benefits and the amount of benefits they would like to use, and also provide updates as appropriate. Employees may update/change their leave designation within the current months' pay cycle however no changes will be allowed retroactively once a monthly pay cycle has closed.
- (d) It shall be the employee's responsibility to coordinate this benefit with PFML to ensure that he/she does not violate any of the terms and conditions of the program and report hours accurately. Further, the IAFF 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) related to this article, except to the extent that any such action was precipitated by the City's alleged breach of this article.

#### 15.5 Long-Term Disability

The Union has executed a disability life insurance policy that provides 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 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 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 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 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 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 but 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 15.5 and as such, it is agreed by the parties that the general contract rule of law that ambiguities in the contact 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 16 - LIFE INSURANCE**

- 16.1** The City will provide, without cost to the employee, \$100,000 in face amount of life insurance.

## ARTICLE 17 - LONGEVITY PAY

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

<u>Service In Years</u>	<u>Percent of Base Pay</u>
1	2.0
3	2.5
5	3.0
9	3.5
14	5.5
19	7.0
24	9.0
29	10.0

Service in years shall be defined as in Article 19, Vacation Leave, of this Agreement.

## ARTICLE 18 - SPECIAL PAYS

### 18.1 Acting Pay

- (a) The City will pay acting assignment pay of 5% above their normal base pay for an individual for such period of service, as a Supervisor or higher classification, having been so assigned by the Administration and provided further that the individual exercises the responsibility, including operation and administrative duties, as they apply.

### 18.2 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 as set forth in the job classification and Fire Civil Service rules and regulations. That employee must be trained to perform the duties of the higher classification. Such time spent in training shall be at the employee's normal rate of pay.

Employees eligible for Acting Supervisor assignment shall submit a letter of interest to management by January 30<sup>th</sup> of each year or within thirty (30) calendar days of becoming eligible to act. Final decision to act will be determined by management.

### 18.3 Acting Assignments

Acting assignments shall be made under the following provisions:

- (a) An employee vacates their position while currently on duty and there are sufficient personnel on duty to fulfill minimum staffing requirements of all classifications. This would account for any leave type usage at the Supervisors discretion.
- (b) Public Safety Telecommunicator Supervisors may act as Telecommunicators or Telecommunicator 1's and Telecommunicators may act as Telecommunicator 1's. Such acting shall be at the Actors standard rate of pay.
- (c) Acting shall not be permitted if it causes additional overtime to another classification or causes staffing to fall below shift minimums. Acting will be allowed if there is an actor on duty that can fulfill the classification with the vacancy, provided there is a volunteer willing to come in to backfill the actor's position.

- (d) Acting assignments shall be applied prior to requesting overtime coverage if minimum staffing is maintained regardless of notification time period.
- (e) General Provisions
  - (1) Acting Supervisor assignments shall be filled as follows:
    - (i) Long-term Assignments - Acting Supervisor assignments one hundred twenty-nine (129) hours or greater shall be offered first to the Acting Supervisor with the most continuous acting seniority availability who is not already assigned to a long-term acting assignment. If no actor volunteers, management shall have the right to mandate the least senior actor to fill the role.
    - (ii) Actors assigned to a long-term assignment will be subject to the overtime hiring of the classification they are acting in.  
  
Short-term Assignments (1/2 hour (30 minutes) to 129 hours (one-hundred twenty-nine)) – Short-term Acting supervisor assignments occur when a supervisor on shift is unavailable and away from the floor for 30 (thirty) minutes. The communications floor would include the supervisor offices, kitchen, quiet room, workout room and locker room area. When a short-term assignment occurs, the senior actor on shift (if there is one on shift) will be assigned. If there is no actor on shift, the vacancy will be filled using the overtime hiring rules in Article 27. Acting pay shall be paid in 30 (thirty) minute increments.
  - (2) In assigning actors, the availability of the employee over the duration of the assignment shall also be a criterion at the discretion of management. If the eligible actor has leave scheduled during the acting assignment, management or the employee may request that they reschedule the affected leave based on availability at the time.

#### 18.4 Call Back

- a) Employees who are called to work on a day off shall be paid a minimum of two (2) hours pay at the time and one-half rate for all time worked up to two (2) hours. Any time worked in excess of two (2) hours shall be paid at the applicable overtime rate.
  - i. "Call-Back" pay includes scheduled or unscheduled work-related activity that occurs on the employee's regular day off or more than two (2) hours before the start of or after the conclusion of a regularly scheduled shift.
  - ii. Call-Back may include, but is not limited to court appearances, in-person division or departmental meetings, public education events, inspections, required trainings, testifying in civil service meetings, tactical dispatch, CRU call-outs, etc.
  - iii. Self-Initiated overtime activity is not eligible for the two (2) hour minimum.

- b) Call-back pay will not be available for a "hold over" defined as an extension of a regular or reassigned shift due to staffing requirements or an emergency circumstance. Scheduled meetings immediately before or after an employee's shift shall not be considered "call back". However, overtime at the applicable overtime rate shall be paid for work performed or for time actually spent attending such meetings.

#### 18.5 Mileage

The City shall pay each employee for his/her 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 thereunder.

#### 18.6 Uniform Maintenance

Bargaining unit members required to wear daily department uniforms that do not utilize uniform maintenance contracted by the City or use Department laundry facilities shall be paid sixty dollars (\$60) annually in February. 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 paid.

#### 18.7 Trainers

From time to time employees shall be designated as trainers to assist in the training of new employees. Management will select trainers based on interest, skill level and ability to train. Management will attempt to provide selected employees with instructor training and certifications as available.

- (a) Senior Trainers - Employees selected as senior trainers shall be paid a special pay of 7.5% of their base wage for hours worked as a trainer. Senior trainers must meet the following criteria:
  - i. Achieve an 85% or higher on all QAs
  - ii. Attend 75% of CTO meetings
  - iii. Cannot decline a trainee assignment
  - iv. Be willing to train in at least two (2) disciplines (if a Telecommunicator)
  - v. No more than six (6) CTOs as Senior Trainers
  - vi. Must reapply each year
- (b) Junior Trainer - Employees not selected as senior trainers but fill the role of trainer on an as needed basis shall be paid a special pay of 5% of their base wage for hours worked as a trainer.

#### 18.8 Scheduling Support Coordinator

The Supervisor assigned by the Manager to assist in the review/development of the monthly dynamic schedule to ensure adequate staffing is maintained and perform other related scheduling duties shall receive 3% of their base pay per month for their work in that capacity.

#### 18.9 Bilingual Employees

- (a) Employees who have bilingual and/or biliterate capacity for the Spanish language and have achieved a passing score on the bilingual and/or biliterate skills examination administered by the Civil Service Chief Examiner or designee shall be eligible to receive:
  - Employees who have Spanish bilingual capacity shall receive 3% of their base pay per month for their work in that capacity.



- Employees who have Spanish biliterate capacity shall receive 2% of their base pay per month for their work in that capacity.
- (b) Should a language other than English/Spanish be necessary for the conduct of official business of the Division by an employee who has successfully tested as bilingual in that language, the employee may be compensated bilingual pay for the month in which the service was needed.

18.10 Tool Allowance for Electronic Technicians and Maintenance Mechanics

The City will pay up to one percent (1%) of an employee's base salary for tool replacement allowance subject to prior approval on an item-by-item basis by the Employer. The purpose of this tool allowance is to provide for replacement of broken and/or stolen tools subject to the Employer's approval.

18.11 Education Incentive Program

All classifications covered by this contract shall be paid a monthly education incentive based on the following schedule:

AA Degree	1.5%
BA/BS Degree:	3.0%

Education incentive pay shall be paid to employees only after the City has received an official transcript from the educational institution verifying the degree or credits received.

**ARTICLE 19 - VACATION LEAVE**

19.1 Each bargaining unit member shall earn vacation leave for years of service at the following rates:

- (a) Employees with one (1) full year of service shall earn one hundred eight (108) hours, forty (40) hours of which may be taken after six (6) months service;
- (b) Employees with two (2) full years of service shall earn one hundred twenty-four (124) hours;
- (c) Employees with five (5) full years of service shall earn one hundred forty-eight (148) hours;
- (d) Employees with ten (10) full years of service shall earn one hundred eighty (180) hours;
- (e) Employees with fifteen (15) full years of service shall earn two hundred four (204) hours;
- (f) Employees with more than twenty (20) full years of service shall earn two hundred twenty (220) hours.

19.2 Bargaining unit members may accumulate vacation leave time in an amount equal to the vacation time the employee earns during two (2) years of service, according to the accrual rate(s) specified above.

19.3 Newly hired unit members shall accrue and accumulate vacation leave through the end of their first six (6) months of service which may then be taken in the seventh month and each month thereafter as accumulated.

19.4 Service in years for bargaining unit members is defined as the most recent period of employment unbroken by voluntary termination, voluntary retirement, voluntary leaves of absence in excess of thirty (30) calendar 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) calendar 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 re-employment for any reason shall constitute a break in service. (No service credit shall accrue during periods of layoff.)

19.5 Vacation accruals upon separation

- (a) When separating from service of the City in good standing and when the employee has given at least two (2) weeks' notice of their intention to leave, the employee shall be compensated for vacation accruals earned and accumulated to the date of separation.
- (b) No compensation for vacation leave shall be payable to any employee who terminates their employment or is terminated before they have completed six (6) months of service.
- (c) An employee who is discharged or resigns as a result of disciplinary action shall be entitled to be compensated for only the vacation leave which was earned in preceding calendar years and not used at time of separation. This provision shall also apply to employees who quit without giving the notice specified in 19.5(a).

19.6 Vacation Sell-Back Program

Employer implemented vacation sell-back program as follows:

- (a) Employees with an accrued vacation balance of three hundred (300) hours or less have the option to sell back to the City up to one-third (1/3) of their accrued vacation leave within a twelve (12) month period (based on a calendar year) as per the City of Yakima Municipal Code provision in section 2.40.120.
- (b) Employees with an accrued vacation balance of three hundred and one (301) hours or more have to option to sell back to the City up to one-half (1/2) of their accrued vacation leave within a twelve (12) month period (based on a calendar year) as per the City of Yakima Municipal Code provision in section 2.40.120.

19.7 Annual Vacation Requests

(a) SunComm Center Employees

Annual vacation requests for the following year shall be started in four (4) weeks prior to the beginning of the scheduling cycle and/or no later than November 1<sup>st</sup> of the current year. The annual vacation first pick shall be for a singular time period normally not to exceed one hundred twenty eight (128) working hours. As staffing and workload allows and after all first picks have been made, employees will have the opportunity to make a second annual vacation pick for a singular time period not to exceed forty-four (44) working hours. As staffing and workload allows, and after all first and second picks have been made, employees will have the opportunity to make a third annual vacation pick for a singular time period not to exceed forty-four (44) working hours. Each of these requests will be submitted and considered in seniority order based on the employee's Time in Center as defined in Article 12.8(b) and with regard for staffing and overtime. Time spent in the classifications of Fire and Police Dispatchers for the City of Yakima, prior to consolidation, shall count toward this service in years.



- (1) Annual vacation picks per classification shall be limited to a combined total of three (3) Public Safety Telecommunicator Supervisors or Telecommunicators, and two (2) Telecommunicator 1's at any one time. At such time the Telecommunicator 1 positions fall below six (6) then the limit shall be changed to four (4) Telecommunicators or Telecommunicator Supervisors and one (1) Telecommunicator 1's.
- (2) Annual vacation picks should be completed no later than one (1) week prior to the beginning of the next scheduling cycle and/or no later than December 15<sup>th</sup> of the preceding year.
  - Employees changing classification or returning to SunComm after annual vacation picks have been made will not cause that classification to rebid vacation picks.
- (3) In the event staffing levels fall below the minimum total number of required persons to fulfill minimum shift standards per policy, management may consider rescinding or modifying second and third vacation picks, after every reasonable attempt has been made to fulfill them. Exceptions to cancelling vacations are: no third pick may be cancelled without fourteen (14) calendar days' notice and no second pick may be cancelled without thirty (30) calendar days' notice. Cancellations of vacation shall first be on voluntary basis and shall then proceed to third pick by reverse seniority followed by second pick by reverse seniority.
- (4) The following annual time periods shall be considered restricted vacation picks and shall follow the stipulations listed for each time period:
  - **4<sup>th</sup> of July**- One (1) annual vacation pick per classification allowed. July 4<sup>th</sup> and/or the weekend including July 4<sup>th</sup> if it falls on a Friday, weekend day, or Monday. Restricted days off shall not exceed a three (3) calendar day time period.
  - **Central Washington State Fair**- Telecommunicator Supervisor and Telecommunicator classifications will only allow a combination of two (2) annual vacation picks during the length of the fair. Telecommunicator 1 classification will be allowed one (1) annual vacation pick. Restricted days off shall not exceed a ten (10) calendar day period. All other classifications will remain unaffected. (This provision shall only be in effect if a telecommunicator is required to be posted at the command post on location at the fairgrounds.

During these two (2) time periods, only annual leave requests will be permitted to have scheduled time off. No individual requests shall be granted during these time periods, unless management deems it acceptable based on staffing levels at the time. At such time the Telecommunicator 1 positions fall below six (6) then the limit shall be changed to a combination of three (3) Telecommunicators and Telecommunicator Supervisors and one (1) Telecommunicator 1.

(b) Non-SunComm Center Employees

All members of the bargaining unit not within the SunComm Center shall continue to use their current method for picking annual vacation leave.

### 19.8 Incidental Leave Requests for SunComm Employees

The dynamic schedule shall be considered "complete" by the 8<sup>th</sup> day of the preceding month. This means all required staffing has been determined and overtime has been awarded/mandated.

Example: Management will open the July schedule on June 1<sup>st</sup> – alerting all staff to the overtime availability for July. Staff will have until midnight on June 7<sup>th</sup> to bid for the open shifts; on June 8<sup>th</sup> all required shifts will be filled – either through the bid process or by mandating appropriate classifications.

- (a) On the 8<sup>th</sup> day of the month preceding the requested leave, incidental leave requests that have been received for the month will be reviewed, with a determination due by the 15<sup>th</sup> day of the preceding month.
  - (1) Division management, or designee, shall approve all requests where either:
    - i. The request can be fulfilled without volunteers while maintaining minimum staffing; or
    - ii. An available employee volunteers by the 15<sup>th</sup> day to cover the request.
  - (2) All denials of requested incidental time off shall contain a written explanation for the denial.
- (b) Once a request for incidental time off is granted, a later use of sick leave shall not cancel the grant of incidental time off except when sick leave causes below minimum staffing and use of other options have failed to bring staffing to minimum levels.
- (c) Incidental leave requests made outside of this timeline set forth in Paragraph II(2) shall be considered using the criteria under Paragraph II(2)(a), except that division management, or designee, shall post the request upon receipt and leave it open for volunteers for seven (7) calendar days or the period of time between the date the request is made and leave is sought, whichever is greater.
- (d) Employees on leave, who anticipate or will be delayed in returning, shall notify the on-duty supervisor as soon as practical.
- (e) In an effort for staff to ensure incidental time off, the Shift Trade Policy can be utilized.
- (f) The division manager, or designee, in emergency situations resulting in personnel shortages or as the result of conditions requiring additional manpower above minimum, can cancel time off that has been granted as outlined in the current CBA.
- (g) Division management shall deny requests for incidental time off for July 4<sup>th</sup> and/or the weekend including July 4<sup>th</sup> if it falls on a Friday, weekend day, or Monday; provided, however, that this restricted period shall not exceed a three (3)-day period.
- (h) The division manager, or designee, shall review extenuating circumstances on a case-by-case basis.

## ARTICLE 20 - HOLIDAYS

### 20.1 SunComm Employees

(a) Due to the critical nature of the SunComm Communications Center and required 24/7 operations, all members of the bargaining unit working the shift schedule within the Center will receive a credit of hours to their holiday leave account equivalent to the number of hours of their regularly assigned shift for the eleven (11) observed holidays listed in 20.2(a) in addition to the number of personal holidays negotiated in section 20.2 (b). Hours shall be credited at the first of each year as follows:

Eight (8) hour regularly assigned shift = 88 hours  
Ten (10) hour regularly assigned shift = 110 hours  
Twelve (12) hour regularly assigned shift = 132 hours

(b) Holiday shifts shall be worked as assigned. Relevant staffing levels will be determined by the Division in accordance with operational requirements. Employees working on observed holidays will be paid at the rate of time and one-half (1 ½) for hours worked.

(c) 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<sup>st</sup> of each year up to a maximum of one hundred forty-four (144) hours per employee.

(d) New employees will receive holiday credits at the rate equivalent to the number of hours of their regularly assigned shift per observed holiday 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.

(e) An employee who uses their holiday time and leaves the Division before December 31<sup>st</sup> shall have the equivalent number of hours removed from their earned leave account or final pay for each observed holiday remaining in the year.

(f) Employees transferring from days to shifts will receive holiday credits at the rate equivalent to the number of hours of their regularly assigned shift per observed holiday remaining in the year. Employees transferring from shifts to days will have the equivalent to the number of hours of their previously assigned shift deducted from their holiday hour credits per holiday remaining in the year, which shall not be reduced to less than zero credits. The determining factor of whether or not credits are added or reduced for the transfer month is based on whether or not the holiday has been observed.

20.2 All other members of the bargaining unit will observe the following holiday's accordance with Municipal Code 2.40.080.

(a) The following shall be recognized and observed as paid holidays:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King, Jr. Day	3 <sup>rd</sup> Monday in January
Presidents' Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May

Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Veterans' Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving Day	4 <sup>th</sup> Friday in November
Christmas Day	December 25 <sup>th</sup>

- (b) Employees have the availability of one (1) personal holiday per year. The personal holiday hours shall be equivalent to the number of hours of the employee's regularly assigned shift.

### **ARTICLE 21 - SICK LEAVE ACCRUAL/EXCHANGE**

21.1 Bargaining unit members whose normally assigned shift is twelve (12) hours, shall accrue twelve (12) hours of sick leave per month, ten (10) hour shifts will accrue ten (10) hours of sick leave per month and eight (8) hour shifts will accrue eight (8) hours of sick leave per month.

21.2 On the first day of employment each newly hired permanent employee of the Communications Division shall receive twelve (12) sick leave days equivalent to the number of hours of their regularly assigned shift, subject to following restrictions:

Eight (8) hour regularly assigned shift = 96 hours  
Ten (10) hour regularly assigned shift = 120 hours  
Twelve (12) hour regularly assigned shift = 144 hours

- (a) Employees transferring from days to shifts will receive an adjustment of sick leave hours at the rate equivalent to the number of unused sick leave days for the remainder of their first year of employment.
- (b) For permanent part-time employees, sick leave shall be prorated to the percentage of a full-time position budgeted for that person.
- (c) No additional sick leave will be accrued during the employee's first year of employment.
- (d) Should the employee either voluntarily or involuntarily terminate employment during the first year and used sick leave hours equivalent to more than the number of months employed, the excess hours shall be deducted from the employee's accrued paid leave balance (i.e., vacation, compensatory, etc.).

21.3 Sick Leave Exchange or Cashout

Bargaining unit members 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:

- (a) No cashout of accrued sick leave will be granted for those employees with three hundred sixty (360) hours or less of accrued sick leave except in the event of death in the line of duty.



- (b) Cashout of accrued sick leave will be granted to employees who have accrued in excess of three hundred sixty (360) hours subject to the following provisions:
1. Upon retirement or death, the employee's accrued sick leave up to a maximum of seven hundred twenty (720) hours will be cashed out at the rate of one hundred percent (100%) of the employee's current base pay, up to a maximum of twenty-five thousand dollars (\$25,000.00) and deposited into the employee's VEBA account.
  2. Upon termination under honorable conditions, as distinguished from death or retirement, the employee's accrued sick leave up to a maximum of seven hundred twenty (720) hours will be cashed out at the rate of fifty percent (50%) of the employee's current base pay, up to a maximum of twenty-thousand dollars (\$20,000.00).
  3. In the event of death in the line of duty, all sick leave will be exchanged for pay at the rate of 100% of the employee's current base pay.
- (c) Sick Leave Exchange  
Employees who have accrued more than seven hundred twenty (720) hours may exchange such sick leave for bonus (additional) leave at the rate of twenty-four (24) hours of sick leave for each eight (8) hours of vacation, not to exceed a total of forty (40) hours added leave time annually, utilization of which would be subject to the scheduling and approval by the department head.
- (d) Sick Leave Exchange Procedure  
Any regular employee may exchange accrued sick leave as provided in subsection (c) above at the option of the employee, subject to the following conditions and provisions:
1. A request for such an exchange shall be made to the Director of Finance and Budget. All requests shall be in writing and shall be signed by the employee making the request.
  2. Requests will be accepted only during the first five (5) working days of each month with exchanged leave to be available within fifteen (15) calendar days of the date the request is received by the office of the Director Finance and Budget. Exceptions to the above will be made for termination, layoff or disability retirement.
  3. No request will be granted for less than eight (8) hours pay or a minimum of three (3) days' leave.
  4. No exchange will be granted to an employee who has been terminated for cause, as defined by Civil Service.
  5. In the event of layoff, exchange requests are the responsibility of the employee.
- (e) In December of each year, any accruals beyond the one thousand forty (1040) hour limitation will be automatically exchanged based upon the formula of eight (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.

21.4 An employee eligible for sick leave with pay shall be granted such leave in accordance with Administrative Policy #1-1250 Paid Sick Leave and RCW 49.26.210.

21.5 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.

21.6 Bereavement Leave

Employees who are eligible for sick leave under this CBA shall:

(a) In the event of each death in the employee's immediate family, employees may consume up to three (3) days bereavement leave, per event, without loss of pay. These three (3) days shall not be credited against their sick leave accrual.

1. For the intent of this section, "Immediate Family" includes spouse; child (includes biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status) or grandchild (includes step, adopted or natural); parent (includes biological adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child); a registered domestic partner; grandparent; sibling (includes step, adopted or natural); or in-laws (includes parent-in-law, son-in-law and daughter-in-law). It does not include uncle, aunt, niece, nephew or cousin.

2. The term immediate family does not include persons sharing the same general household when the living style is primarily that of a dormitory or commune.

(b) In the event of any days beyond the initial three (3) bereavement days per event, additional leave days will be debited against the employee's sick leave accrual.

**ARTICLE 22 - SICK LEAVE POOL**

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

(a) Donations made to the sick leave pool shall be in full hour increments.

(b) All requests processed by the Payroll Office by the fifteenth (15<sup>th</sup>) of a month shall be effective for the month.

(c) 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 23 – PARENTAL LEAVE**

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

## **ARTICLE 24 - LIGHT DUTY**

**24.1** Off-duty extended injury or illness

Bargaining unit members who are off-duty due to an extended injury or illness and cannot perform their regular duties may request in writing to the appropriate Manager an assignment to light duty. Any light duty assignment will be contingent on the City'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 no more than thirty (30) days at which time it will be reviewed by the appropriate Manager to determine if any extension of the assignment is warranted. Any employee on light duty will maintain all the rights and benefits of this contract and earn job and position seniority as if on full duty.

**24.2** On-duty extended injury or illness

Bargaining unit members 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 no more than thirty (30) days at which time it will be reviewed by the appropriate Manager to determine if any extension of the assignment is warranted. Any employee on light duty will maintain all the rights and benefits of this contract and earn job and position seniority as if on full duty.

## **ARTICLE 25 - COMPENSATORY TIME OFF**

- 25.1** 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 2.22.100. Compensatory time shall be separately accounted for and will have to be cleared by use or pay by December 31, annually.

Up to forty (40) hours of compensatory time may be accumulated. Use shall be scheduled at the City's discretion with due regard to the wishes of the employees and the City's work requirements.

## **ARTICLE 26 - PUBLIC SAFETY DISPATCH OPERATIONS**

- 26.1** All vacancies for positions covered by this agreement shall be filled according to Fire Civil Service Rules and associated class specifications.

**26.2** Public Safety Dispatch Personnel

- (a) Use of Qualified Employees. Persons assigned to work independently as Telecommunicators in the Communications Center shall be Public Safety personnel who have passed the required Telecommunicator or previous Dispatcher Civil Service exams and/or hold the rank of Telecommunicator or Public Safety Telecommunicator Supervisor.

- (b) Employees in a training status shall not count towards shift minimums set forth in policy unless the employee has completed training for the classification they would be filling.

## **ARTICLE 27 - HOURS OF WORK AND OVERTIME**

- 27.1 The Employer has the right to schedule bargaining unit members to work eight (8) hour, nine (9) hour, ten (10) hour, or twelve (12) hour work shifts within a twenty-four (24) hour period. Work schedules designed by the Employer will be consistent with the provisions of FLSA. When considering major schedule changes the management shall solicit and consider, non-binding input from the employees regarding the proposed new schedule configuration. The Employer will provide SunComm employees six (6) months' notice when planning to implement a major schedule change unless an emergent situation arises. Once a new major schedule change has been implemented that change will be reviewed at the end of the first year's operation. Nothing herein shall be deemed to waive the Union's right to bargain over changes to mandatory subjects of bargaining, or to permit the Employer to engage in direct dealing.
- 27.2 Work schedules are those hours normally assigned. Work schedule assignments shall normally be made prior to the start of the calendar year
- 27.3 Work schedule assignments shall normally be by seniority within the classification. Beginning with the most senior employees, they will indicate which work schedule assignment they prefer. Remaining schedule slots shall be filled by assignment of employees with the least seniority, excluding probationary employees. Management mandated assignments or re-assignments may become necessary as dictated by training, staffing, qualifications and special project concerns. Special project concern reassignments shall be for the duration of the special project.
- 27.4 Overtime  
For Bargaining Unit members, overtime hours are those hours worked in excess of forty (40) hours in a regularly scheduled seven (7) day work period and all hours outside one's normally assigned shift. For the purposes of computing overtime all paid leave time shall be considered time worked. Management shall avoid involuntary assignment of overtime to employees that result in less than eight (8) hours between working assignments, excluding emergency situations and extreme staffing shortage.
- 27.5 No Pyramiding  
Nothing contained in this collective bargaining agreement shall be interpreted or enforced in such a manner as to result in the duplication, pyramiding or multiple payment (whether by fractions or otherwise) of compensation for such items as overtime involving the same hours of labor.
- 27.6 Meals and Break Periods
- (a) SunComm Meal Periods:
    - 1. Members of this Bargaining Unit working as Telecommunicator 1's, Telecommunicators, and Public Safety Telecommunicator Supervisor's within the SunComm Call Center will be granted paid meal period(s) of forty (40) minutes during their shift. On an eight (8) or ten (10) hour shift this will be a single meal period as close to mid shift as possible and on a twelve (12) hour shift there shall be two (2) meal periods, as close as possible to four (4) hours and again at eight (8) hours into their shift.

- i. Employees will remain in the immediate vicinity of the communications center.
  - a) Immediate vicinity of the Communications Center is defined as: the operations area, kitchen/breakroom, locker room, supervisors' offices, quiet room, and workout room.
    - 1) On occasion, but not regularly, at the discretion of the Shift Supervisor, an employee may leave the communications center for up to a forty (40)-minute period of time during the meal period.
    - 2) On occasion, but not regularly, Supervisors may leave for a brief meal period provided that there is another supervisor or qualified acting supervisor on duty and able to cover in their absence.
  - (b) All other members of this Bargaining Unit, including the Communications Division Training Supervisor and Office Assistant, shall be entitled to at least one (1) unpaid meal period of a minimum of thirty (30) minutes, to be scheduled as near mid-shift as possible. If, due to emergent circumstance, an employee does not get a full meal break, they shall be compensated for their meal period.
  - (c) Breaks/rest periods are allowed as defined by federal and state law.

27.7 Employees whose schedules are changed shall have at least seven (7) calendar days prior notice. Notice shall be made during the employees scheduled working hours. E-mail, employee mail, updated master schedule, or personal contact shall constitute notice. The day notification is given shall count as a day of notice (example; an employee whose schedule is to be changed on Monday must be notified no later than the preceding Monday). Employees whose schedules are changed without seven (7) calendar days' notice shall be paid overtime for those newly assigned hours. In such reassignment overtime situations the employee may be required to work their regularly scheduled hours, as well; provided they can without assignment of excessive continuous hours. If the reassignment is the result of a situation in which the employee is being moved back to their normally assigned shift, then they shall be paid at their normal rate regardless of when notified.

27.8 Overtime hiring shall typically be bid by seniority within position, if planned in advance of the vacancy. Preference will be given to the most senior bidder within the classification provided it does not result in any additional vacancies or overtime. Overtime shifts of eight (8) hours or more will be offered in one-half (½) shift increments.

27.9 Employees working an eight (8) hour shift will be mandated up to a twelve (12) hour shift in order to maintain minimum staffing.

## **ARTICLE 28 - TOBACCO USE ON DUTY**

28.1 The Union and the City recognize that health problems are caused by smoking and therefore agree to the elimination of the use of all tobacco products by everyone involved with the Public Safety Dispatching facilities in all administrative offices, buildings or



facilities. Violations of these provisions shall constitute a basis for disciplinary action to be handled in accordance with normal disciplinary procedures.

## **ARTICLE 29 - DRUG TESTING POLICY**

**29.1** The mission of this Division is to protect the lives and property of the people of Yakima. To fulfill this mission, and because it regards its employees as its most important asset, the Division has a substantial interest in assuring that its employees maintain their physical and mental fitness, stamina, alertness, and control at all times while on duty.

Alcohol and drugs alter and impair an employee's ability to perform his or her duties, and therefore increase the risk of accidents and injuries to members of the public, other public safety employees, fellow firefighter's, and the employee themselves.

To further the goal of a drug free work place, the bargaining group believes that the following on-duty alcohol and drug testing programs are an effective way to assure employee fitness for duty and to protect employees and the public from the risks posed by employee use of alcohol and drugs. Accordingly, the bargaining group will follow the City of Yakima Substance Abuse Policy as it relates to reasonable suspicion, random, post-accident and return to duty with the understanding the bargaining group is not safety sensitive nor holders of commercial driver's licenses. As such the following three stipulations are agreed to:

- The definition of on-duty includes meal and break periods during the workday and time during which an employee is on paid administrative leave.
- The bargaining group will not increase the percentage of covered members being tested, unless required by law or regulation without a modification agreement.
- The bargaining group will not be subject to a return to duty test for absences unrelated to a failure of an alcohol or substance test.

The parties agree to re-open this Article if modification to this Article is necessary to maintain a uniform policy.

## **ARTICLE 30 - PHYSICAL FITNESS**

**30.1** SunComm Call Center employees will have made available to them a time, which shall not exceed sixty (60) minutes per work shift, to participate in an approved aerobics/physical fitness program. This program shall be as approved by the physical fitness committee. The scheduled times will be by agreement between the Administration and the Union. At no time shall the scheduled aerobics/physical fitness time cause a hiring situation to happen in order to allow anyone to participate. Relief of on-duty personnel shall only happen when work schedules and workloads allow. At other times participants shall use the equipment, furnished by the Administration to accomplish their aerobics/fitness times. The participants shall provide all of their own personal aerobics/fitness clothing. The actual schedule of the aerobics/fitness period times, availability of relief and the list of approved activities shall be subject to approval by the Administration, the physical fitness committee, and the Public Safety Dispatch Supervisor. As part of this program, the participants are encouraged to be active participants in the City's wellness program in order to have a total wellness/fitness program.

- 30.2 If the Administration has a concern about an employee's physical and/or mental fitness for duty, the Employer has the right to require said employee to be examined by a qualified medical expert designated by the Employer at the Employer's expense. The qualified medical expert will issue a statement to the Administration regarding the employee's fitness for duty with a copy to the employee.

### **ARTICLE 31 - DEFERRED COMPENSATION**

- 31.1 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 three (3%) percent of base pay to a deferred compensation account for each member of the bargaining unit.
- 31.2 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.

### **ARTICLE 32 - DISCIPLINE AND DISCIPLINARY PROCEDURES**

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

This Bargaining Unit 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 & Regulations as well as the City of Yakima's Administrative Codes.

- 32.2 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 substandard 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 is informed that this is an oral reprimand.
- Oral reprimands will be documented 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 the Deputy Chief or the Assistant Communications Manager 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 the employee, and his/her immediate supervisor
- The employee informed that this is a formal written reprimand.
- Written reprimands will be documented 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 employees return to work.
- The original disciplinary letter will be provided to the employee and a copy of the pre-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 Assistant Communications Managers office. Oral reprimands are not to be placed into the employee's personnel file and shall be removed from the Deputy Chief or Assistant Communications Managers 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 fifteen (15) calendar 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 Infractions** – 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 Infractions** – 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 other improper use of City property.

- Releasing confidential information without proper authority.
- Unauthorized or improper use of any type of leave.
- Public defamation of character of the organization.

**Intolerable Infractions** – 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.

**ARTICLE 33 - PROPERTY LIABILITY**

**33.1** The City shall provide full physical damage insurance on City vehicles which shall include Public Safety Division 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 Division 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 34 - MUNICIPAL CODE SECTIONS  
PERTAINING BARGAINING UNIT MEMBERS**

2.04	Group Insurance
2.04.010	Health Care Plan
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 Reinstatements of Employees
2.20.070	Reduction in Salary
2.20.080	Effect on Budget
2.20.085	Reimbursement for Expenditures

2.20.086	Reimbursed Expenditures - Amounts
2.20.088	Uniform Allowance - Special Assignment Pay
2.20.100	Classification Plan and Compensation Plan
2.24	Longevity Plan
2.24.010	Longevity Plan - Eligibility - Restrictions
2.24.015	Longevity Plan - Service Recognition Award
2.24.020	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
2.40.035	Bereavement Leave
2.40.040	Civil Leave
2.40.050	Military Leave
2.40.060	Leave Without Pay
2.40.070	Unauthorized Absence
2.44	Lobbying by City Personnel
2.44.030	Permitted Activities of Representatives
2.44.040	Payment for Services of Representative
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 35 - ENTIRE AGREEMENT**

- 35.1** This collective bargaining agreement constitutes the entire agreement as negotiated between the parties and no oral statements and/or previous written agreements shall add to or supersede any of the specific provisions of this agreement.
- 35.2** The Administration and the Union agree to establish monthly meetings for the purpose of discussing matters considered of importance 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.
- 35.3** The problem resolving meetings shall not result in any modifications to this collective bargaining agreement except by mutual written agreement by the parties.

### **ARTICLE 36 - SAVINGS CLAUSE**

- 36.1** 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 37 - CREATION OF NEW CLASSIFICATIONS**

- 37.1 The salary, hours of work and fringe benefits for all newly created classifications within the bargaining unit shall be negotiated with the Union. The Employer will provide a job description for the new classification to the bargaining unit representative prior to seeking applications for the new position. Thereafter, the classification shall be filled by open and competitive competition. If the new classification would be a logical progression for an existing classification, then it will be filled by the promotional process. Otherwise, the new classification would be filled by open and competitive competition. All areas negotiated for the new classification shall be applied retroactive to the date of hire or promotion of any individual who is placed into the new classification.

## **ARTICLE 38 - CLASSIFICATION STUDIES**

- 38.1 The long-term assignment (greater than six (6) months) of uncharacteristic duties (e.g., dispatching taxi cabs, buses, shuttle services), that are outside what normally would be considered duties related to a consolidated public safety communications center (e.g., ambulance dispatching, fire department/district dispatching, law enforcement agencies dispatching, Emergency services dispatching), to any classification in the bargaining unit must be accompanied by a classification study. The classification study shall be accomplished in a reasonably timely manner.

## **ARTICLE 39 - VEBA MEDICAL SAVINGS ACCOUNT**

- 39.1 The Bargaining Unit shall have the option of participating in a medical savings trust fund. Participation of the members shall be either all-in or all-out depending on the vote of body. This trust fund shall be funded by the employee's sick leave cash out at the time of retirement.

## **ARTICLE 40 - TERM OF THE AGREEMENT**

- 40.1 This Agreement shall be deemed effective from and after the 1<sup>st</sup> day of January 2022 through the 31<sup>st</sup> day of December 2025; 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 20<sup>th</sup> day of July, 2022.

Recommended by:

LOCAL 469, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL-CIO:

By: Andrew Zuber  
Andrew Zuber  
Lead Negotiator, IAFF Local 469

By: John Shahan  
John Shahan  
President, IAFF Local 469

CITY OF YAKIMA:

By: Robert Harrison  
Robert Harrison  
City Manager

By: Erica McNamara  
Erica McNamara  
Public Safety Communications Manager

ATTEST:

By: Sonya Claar-Tee  
Sonya Claar-Tee  
City Clerk



City Contract No. 2022-119

Council Resolution No. R-2022-084

