

**2014-2017**

**LEOFF COLLECTIVE BARGAINING  
AGREEMENT**

**By and Between**

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

**AND**

**THE CITY OF YAKIMA, WASHINGTON**

**EFFECTIVE:  
January 1, 2014 through December 31, 2017  
MODIFIED February 11, 2015**

## TABLE OF CONTENTS

ARTICLE No.		PAGE
1	UNION RECOGNITION AND BARGAINING UNIT	1
2	UNION SECURITY	1
3	PAYROLL DEDUCTIONS	1
4	MANAGEMENT RIGHTS	2
5	EMPLOYEE RIGHTS	3
6	PRODUCTIVITY	3
7	EQUAL OPPORTUNITY CLAUSE	3
8	PROPERTY LIABILITY	4
9	GRIEVANCE PROCEDURE	4
10	RELEASE FROM DUTY	7
11	COLLECTIVE BARGAINING COMMITTEES	8
12	COLLECTIVE BARGAINING PROCEDURE	8
13	SAFETY	9
14	PROMOTIONAL STANDARDS FOR LEOFF CLASSIFICATIONS	9
15	REFRESHMENT FUNDS	18
16	FIRE DEPARTMENT RESERVES	18
17	WAGES	23
18	HEALTH CARE INSURANCE	23
19	LIFE INSURANCE	26
20	LONGEVITY PAY	26
21	SPECIAL PAYS	27
22	VACATION LEAVE AND KELLY DAYS	31
23	LEOFF EMPLOYEES HOLIDAYS	33
24	SICK LEAVE ACCRUAL/EXCHANGE FOR LEOFF EMPLOYEES	34
25	SICK LEAVE POOL	38
26	BIRTHING LEAVE/MATERNITY LEAVE	38
27	LIGHT DUTY FOR LEOFF II EMPLOYEES	38
28	COMPENSATORY TIME OFF	39
29	OVERTIME FOR LEOFF EMPLOYEES	40
30	DUTY WEEK FOR LEOFF EMPLOYEES	41
31	TOBACCO USE ON DUTY	41
32	PHYSICAL FITNESS	41
33	CREATION OF NEW LEOFF CLASSIFICATIONS	42
34	DEFERRED COMPENSATION FOR LEOFF EMPLOYEES	42
35	DISCIPLINE POLICY	43
36	MUNICIPAL CODE SECTIONS	43
37	ENTIRE AGREEMENT	45
38	NO PYRAMIDING	45
39	SAVINGS CLAUSE	45
40	MEDICAL SAVINGS ACCOUNT	45
41	MEMORANDUMS OF UNDERSTANDING	47
42	TERM OF AGREEMENT	47
APPENDIX A – DISCIPLINARY POLICY		49
APPENDIX B – SOP 3.001 DAILY STAFFING		54
APPENDIX C – YAKIMA MUNICIPAL CODE – CHAPTER 2		56

# **COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**THE CITY OF YAKIMA, WASHINGTON**

**And**

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

This Agreement, made and entered into this First day of January 2014, by and between the City of Yakima, Washington, hereinafter called the "City", and Local 469, International Association of Firefighters, AFL-CIO, hereinafter called the "Union".

## **GENERAL PROVISIONS**

### **ARTICLE 1 – UNION RECOGNITION AND BARGAINING UNIT**

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

### **ARTICLE 2 – UNION SECURITY**

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

### **ARTICLE 3 – PAYROLL DEDUCTIONS**

- 3.1 The City agrees to deduct uniformly required Union membership fees, dues and other assessments from the pay of those members who authorize the City to do so;

such authorization shall be in writing and signed by each person authorizing such deductions and filed with the City. The Secretary of the Union shall notify the Finance Officer of the City of Yakima of amounts to be deducted from the pay of each such person. The City shall transmit to the Treasurer of the Union the aggregate of such deductions, together with an itemized statement, on or before the 20<sup>th</sup> day of each month, following the month for which deductions are made. The Union agrees to hold harmless and indemnify the City against any claims, causes of deductions to the Union.

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

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

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

- (d) The right to discipline or discharge employees for just cause; provided that the City's right to discipline or discharge initial hires during their probationary period shall not be limited by this section. The parties agree to study policies for administering this section.
- (e) The right to assign incidental duties reasonably connected with but not necessarily enumerated in job descriptions, shall nevertheless be performed by employees when requested to do so by the Employer.
- (f) The right to take whatever actions the Employer deems necessary to carry out services in an emergency.

#### **ARTICLE 5 – EMPLOYEE RIGHTS**

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

#### **ARTICLE 6 – PRODUCTIVITY**

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

## **ARTICLE 7 – EQUAL OPPORTUNITY CLAUSE**

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

## **ARTICLE 8 – PROPERTY LIABILITY**

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

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

- 9.1 Policy. The parties recognize that the most effective accomplishment of the work of the City requires prompt consideration and equitable adjustments of employees' grievances. It is the desire of the parties to adjust grievances informally whenever possible, and both management and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there may be a grievance, which can be resolved only after a formal review. Accordingly, the following procedure is hereby established in order that grievances of employees covered by this agreement may be resolved as fairly and expeditiously as possible.
- 9.2 Definitions.
- (a) A grievance is a dispute involving the interpretation, application, or alleged violation of any provision of this collective bargaining agreement.
  - (b) A "working day" shall be any day except Saturday, Sunday, and any observed staff holiday.
- 9.3 Process.

Step 1: The Union grievance committee, upon receiving a written statement from any source asserting a matter or situation exists, which is claimed to constitute a grievance, 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 chief or his 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 chief or his designee within sixty (60) calendar days of the date when the grievance arose.

- (a) Step 2 - Grievance Appealed To City Manager – If the Union Grievance Committee is dissatisfied with the decision of the Chief of the Department, the Committee may within twenty (20) working days request a review by the City Manager. The City Manager shall forward a written decision to the Committee within twenty (20) working days from the receipt of the grievance.
- (b) Step 3 - Grievance Appealed To Arbitration – A grievance which is not resolved may be appealed to arbitration. Either party may invoke arbitration upon submission of a request for same, which identifies the previously filed grievance and sets forth the issues(s), which the moving party seeks to have arbitrated.

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

The arbitrator shall render a decision as promptly as possible. The arbitrator shall confine himself/herself to the issues submitted

for arbitration and shall have no authority to determine any other issues not so submitted to him/her. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine the specific terms of the Agreement and shall not have jurisdiction to add to, detract from or alter in any way the provisions of this Agreement. The decision within the jurisdiction of the arbitrator shall be final and binding upon both parties. The cost of the arbitrator shall be borne equally between the City and the Union. The City and the Union will pay their own remaining costs of arbitration, including attorneys' fees, regardless of the outcome.

- (c) Any Grievance which the City's management may have against the Union shall be reduced to writing and submitted to the President of the Union local. If the matter is not satisfactorily settled within twenty (20) working days, appeal may be instituted as set forth in Step 3, above.
- (d) 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 Grievance Committee has received the City Manager's answer at Step 2, it will advise the affected employee whether it is willing to submit the grievance to arbitration and, if so, the employee shall elect within 10 working days after the Step 2 answer the forum which the matter is to be heard. Submission of the dispute to arbitration or a hearing by the Civil Service Commission shall bar submission in the other forum.

#### 9.4 Special Provision.

- (a) A Union representative and/or aggrieved party shall be granted time off without loss of pay for the purpose of processing a grievance as provided above.
- (b) A grievance may be entertained in or advanced to any step in the grievance procedure if the parties so jointly agree.
- (c) The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties involved at the step to be extended.

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

## **ARTICLE 10 – RELEASE FROM DUTY**

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

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

## **ARTICLE 11 – COLLECTIVE BARGAINING COMMITTEES**

- 11.1 Collective bargaining between the parties shall be carried out by the City Manager or his designees, on behalf of the City Council, and a committee representing the Union. No later than August 5 of each year, the Secretary of the Union and the City Manager shall notify one another regarding the names of persons constituting their respective bargaining committees. If a communication is forwarded previous to that date, a response will be made within ten (10) working days.
- 11.2 Members of the Union negotiating committee, not exceeding three (3) in number, shall be granted leave from duty without loss of pay for all meetings between the City and the Union for the purpose of negotiating the terms of a contract during the pre-impasse period as provided in RCW 41.56, as amended, when such meetings take place at a time during which any such members are scheduled to be on duty.
- 11.3 Members of the Union negotiating committee, not to exceed three (3) in number shall be granted leave in the post-impasse period without loss of pay, except that when such leave reduces the manpower level below that established as the minimum manpower requirement of the Department, such leave shall be without pay.

## **ARTICLE 12 – COLLECTIVE BARGAINING PROCEDURE**

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

## **ARTICLE 13 – SAFETY**

- 13.1 In the event Yakima Fire Department is dispatched to mutual or automatic aid outside of any contracted service area and participation in such an event is expected to exceed two (2) hours, the Shift Commander, Duty Chief or designee will hire back off-duty personnel to replace dispatched companies.
- 13.2 No employee shall respond to a fire emergency on an engine, brush truck or truck company that is staffed by fewer than three career firefighters; provided that:
- Airport Crash Rescue and Technical Rescue (TRT) vehicles shall continue with present staffing practices.
- The parties will bargain concerning emergency response staffing in the event of new circumstances. These agreements shall be reduced to writing.
- 13.3 Shift Commander or designee shall initiate the rotation of Yakima Fire Department mutual aid crews every four (4) hours into an incident. Such rotation shall be governed by valid logistical considerations.
- 13.4 In the event that on-duty Fire Fighters are used for State Mobilization, the City will hire back off-duty personnel to maintain normal staffing levels.

## **ARTICLE 14–PROMOTIONAL STANDARDS FOR LEOFF CLASSIFICATIONS**

- 14.1 Fire Lieutenant and Fire Captain Recruitment and Selection Process.
- (a) The recruitment and selection process for the classifications of Fire Lieutenant and Fire Captain is defined below. All promotions to Fire Lieutenant and Fire Captain positions within the bargaining unit shall be made solely on merit, efficiency and fitness ascertained by open competitive examination among bargaining unit personnel. Examinations shall fairly, objectively and comprehensively test for qualifications for the position. A description of the subject matter to be covered by each examination and the sign-up notification shall be provided to the Union and posted conspicuously not less than 60 days prior to the examination. The sign-up period shall be for 60 calendar days prior to the closing of the recruitment. Current text and reference materials that are relevant and agreed to by the Employer and the Union may be used for study purposes and will be provided by the Employer. They will be made available to those employees

who wish to prepare for an examination. An initial joint inventory of the materials will be accomplished as soon as reasonably possible by staff and Union representatives prior to each examination in order to assure material availability. However, after a joint inventory is concluded, should any reference materials be missing from the stations then it shall be the joint responsibility of the Union and the Fire Department to replace those missing materials.

- (b) Examinations shall be administered by the Chief Examiner or designee of the Yakima Fire Civil Service Commission. For the ranks of Lieutenant and Captain each examination shall have a written portion (consisting of a multiple choice test taken from IFSTA manuals and a written communications exercise i.e. business letter, memo, SOP, etc.) that shall constitute fifty percent (50%) of the total score and an oral portion (that will, for Lieutenants consist of an emergency incident problem and an oral board interview and for Captains will consist of a practical exercise and an oral board interview) that shall constitute fifty percent (50%) of the score.

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

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

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

portion and 70% on the written portion of the examination process to be ranked on the promotional register.

- (c) For each examination, the Chief Examiner and the Fire Chief shall insure that the examination is impartially administered and that except for such assistance from the Human Resources Department as the Chief Examiner requires, no other City personnel, including those outside the bargaining unit, have prior access to, or prior notice of, specific examination procedures or questions or the identity of the oral examiners selected for the examination. In preparation for the creation of each examination, representatives of the parties shall meet with the examiner and the Employer to identify the qualifications it seeks for its promoted personnel. A Union representative may, at the Union's option, attend the meeting or meetings, and may offer comments, suggestions or objections regarding how the examination will be conducted. Candidates shall be permitted to review their examination scores and obtain sufficient information to permit them to understand and learn from any mistakes or other performance deficiencies.
- (d) Procedure for Problem/Equipment Failure and Appeals during an examination.

- (1) Procedure for Problem/Equipment Failure

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

- (B) In case of a problem/equipment failure, the applicant has the right to appeal to the Chief Examiner or designee for additional time or if other remedies should be made. This appeal must be made in writing, and must state they are appealing. The appeal must give the applicant's specific desired remedies, and must be filed with the Chief

Examiner/or designee immediately after the problem/equipment failure has occurred. No scores will be given to applicants until all appeals are resolved.

(2) Procedure of Appeals during Examination

- (A) The final examination results shall include overall numerical or standing scores and scores from each phase, and shall be withheld from all applicants a minimum of 120 hours (5 working days, Monday through Friday) following the completion of the final examination process. During this time, individual applicants who are dissatisfied with the conduct of or content of the examination may appeal in writing clearly indicating their complaint and the remedy sought to the Chief Examiner or designee. Upon receipt of such an appeal, disclosure of all examination results will be withheld until such time as the appeal is resolved. No appeals may be made after results have been released.

(e) Promotional Eligibility

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

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

letter of declination shall be submitted to the Chief Examiner by the Fire Chief. The declining candidate shall retain his/her position on the promotional register.

Filling a Vacancy

- (1) At such time as a vacancy occurs and a decision is made to fill the vacancy by the appointing authority, the highest scoring candidate on the promotional register that was current at the time the vacancy first occurred will be appointed to the position; provided that the Employer may pass over the top scoring candidate for the appropriate reasons and promote the second highest candidate instead. Contemporaneously with passing over any candidate, the Employer shall furnish the employee and the Union Secretary, in writing, upon request, the reasons for doing so. In the event two or more candidates have identical scores, the candidate with the greatest seniority shall be deemed highest scoring. Employees promoted shall serve a probationary period of one year.
  - (A) The employee(s) receiving a promotion to either a Captain position or Lieutenant position shall be assigned a pay rate of at least 5% above their current rate or the pay rate of the D-step of the next higher pay grade, whichever is greater. These employees will be increased to E-step at the end of six months in their new position. (Per 05/26/01 LOA)
- (2) If the Employer does not fill a promotional vacancy within 30 days:
  - (A) If there are two (2) or more candidates on the register in effect on the date of the vacancy, then that register shall remain in effect for that vacancy until the vacancy is filled, and the highest scoring candidate on such register shall serve in the position in an acting capacity until the Employer fills the vacancy.
  - (B) If there is only one candidate remaining on the register in effect on the date of the vacancy, then for purposes of filling the vacancy, the remaining candidate shall be deemed the top scoring candidate on the next register and shall serve in the position in an acting capacity until the employer fills the vacancy.

- (C) Further, in the event that a decision is made by the appointing authority not to fill and/or eliminate a vacancy (as noted in 14.1(f)(1) above) then at such time as the position is re-authorized the register in effect at the time the personnel decision was made by the appointing authority shall be reactivated, and the highest ranking candidate on the register at the time the vacancy occurred shall be eligible to be appointed to the reauthorized position.

14.2 Public Education Captain, Training Captain and Training Lieutenant Recruitment and Selection Process.

- (a) The recruitment and selection process for the classifications of Public Education Captain, Training Captain and Training Lieutenant is defined below.
- (b) Job Announcement: Job openings shall be announced a minimum of 15 days prior to the deadline for accepting applications.
- (c) Application Process: Applicants will submit a letter of interest to the Fire Chief for the positions of Public Education Captain, Training Captain and Training Lieutenant. The letter of interest shall demonstrate the relevant knowledge, skills and abilities of the position applied for.
- (d) Selection Process: For the classifications of Public Education Captain, Training Captain and Training Lieutenant the rule of four shall apply.

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

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

The Chief will have a minimum of four (4) names using any combination of the above 3 steps, however, Step 3 will only be used to the extent needed to reach the four (4) person minimum. Captains may be reappointed to the position if circumstances dictate and only once every four (4) years. When

an individual is selected from the Captains' promotional list, it will be a permanent Captain's promotion.

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

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

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

- (e) Probationary Period: The probationary period for the classifications of Public Education Captain, Training Captain and Training Lieutenant shall be considered complete after twelve months of satisfactory service. In the event an employee does not complete probation for any reason, the employee shall be returned to their previously held classification.
- (f) Vacating Promotion: Any appointment to Public Education Captain, Training Captain and Training Lieutenant may be vacated at any time due to a voluntary demotion to the position from which the employee was promoted or due to a promotion to another position within the Fire Department.
- (g) Base Pay and Step Pay Increases:
  - (1) The base pay for the Public Education Captain and the Fire Training Captain shall equal Pay Code 506.
  - (2) The base pay for the Fire Training Lieutenant shall equal Pay Code 527.
  - (3) When individuals are placed into the above-mentioned positions, they will be placed in the same pay step as they previously held. This is meant to equal a pay increase of approximately 10% over the shift position pay.
  - (4) Individuals promoting from Shift Lt. to Training Captain will be promoted to the position of Captain prior to the Training assignment.

- (5) Individuals transferring from one day position to another day position of the same pay code will not realize a 10% pay increase.

#### 14.3 Assistant Fire Marshal Recruitment and Selection Process.

(a) The recruitment and selection process for the classification of Assistant Fire Marshal is defined below.

(b) Eligibility Requirements: Applicants for Assistant Fire Marshal shall possess a minimum of five (5) years of service with the Yakima Fire Department as a career Firefighter.

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

(c) Job Announcement: The job announcement shall indicate the date of the oral board and shall provide 30 days advanced notice of the oral board.

(d) Application Process: Applicants will submit a letter of interest, resume and certificates to the Fire Chief for the positions of Assistant Fire Marshal. The letter of interest, resume and certificates shall demonstrate the relevant knowledge, skills and abilities of the position applied for.

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

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

(f) Oral Interview Process: The oral board shall be provided copies of each applicant's letter of interest, resume, and certificates. Additionally, the

oral board will be provided oral interview questions and rating factors for each classification tested. The interview questions, rating factors, and weights of the rating factors shall be prepared by the Fire Chief and Chief Examiner.

(g) Scoring of Oral Interviews: The oral board will score individual candidates based upon their letter of interest, resume, and certificates as well as their responses to the oral interview questions. Candidates must achieve an overall passing score of 70%. Candidates who receive an overall score of 70% will then be ranked numerically on the register based on their interview process score.

(h) Maintenance of the Register: The register shall be created and maintained by the Chief Examiner. The register shall be valid for two years or until exhausted. The register may be considered exhausted when one (1) or less candidates are available for certification for promotion.

(i) Selection Process: For the classification of Assistant Fire Marshal the rule of three shall apply. The Chief Examiner shall certify to the Fire Chief the names of the three (3) top scoring candidates. If less than three names constitute the register, those names shall be certified to the Fire Chief. In the event there are less than two (2) candidates who are willing to accept the position, the Fire Chief may open the recruitment to the general public.

(j) Probationary Period: The probationary period for the classification of Assistant Fire Marshal shall be considered complete after twelve (12) months of satisfactory service. In the event an employee does not complete probation for any reason, the employee shall be returned to their previously held classification.

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

#### 14.4 Fire Department Shift Commander Recruitment and Selection Process.

(a) The recruitment and selection process for the classifications of Fire Shift Commander is defined in the General Rules and Regulations of the Civil Service Commission for Fire Department Employees of The City of Yakima.

(b) Promotional Eligibility

Eligibility requirements must be met by the first day of testing.

(1) Shift Commander: Five (5) years of service with the Yakima Fire Department as a Company officer and completion of probation as a Captain are required to be eligible to test for Shift Commander.

(2) Candidates for Shift Commander must have also completed the Commander Academy portion of the Shift Commander task book prior to being eligible to act as Shift Commander or promote to the position of Shift Commander.

**ARTICLE 15 – REFRESHMENT FUNDS**

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

**ARTICLE 16 – FIRE DEPARTMENT RESERVES**

16.1 The reservists are volunteers who are reimbursed pursuant to Section 1.44.180 (F) of the City of Yakima Municipal Code.

16.2 The purpose of the reserves is to augment and support total manpower, not replace bargaining unit personnel.

16.3 Makeup of the Reserves. Reservists will be of two (2) types:

(a) One group need not be in top physical condition or fully trained in fire fighting skills, but could do public education, teach first aid, assist non-emergency personnel, and do other public service activities.

(b) The second group would be limited to those reservists who have been properly trained in fire fighting skills under department standards. They could fight fires inside buildings, do rescues, climb ladders while carrying hose and wearing an air pack, and also do non-firefighting activities inclusive of, but not limited to hydrant testing, and work on the fire ground by carrying hose, rolling hose, refilling air tanks, distributing new radio

batteries, and other non-fire fighting activities. Applicants for the Reserve Fire Force must meet the following minimum requirements:

- (1) Must complete an application for Volunteer Reserve Firefighter Program;
- (2) Must be a high school graduate or equivalent;
- (3) Must be 18 years of age at time of appointment;
- (4) Must pass a written exam in basic knowledge, or have passed the latest Yakima Fire Department Civil Service Entrance Exam;
- (5) Must pass the Yakima Fire Department Physical Agility Examination (Combat Test w/o face piece in under 7 minutes);
- (6) Must pass an extensive physical examination by a physician selected by the City of Yakima;
- (7) Must possess and maintain a valid Washington State Drivers License;
- (8) Must successfully pass an extensive background check reviewed by Staff and Chief of the Department;
- (9) Must pass an oral interview.

(c) Standards.

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

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

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

- (1) Complete IFSTA Firefighter I Program with passing score of 70%.
  - (2) Complete driver training course and apparatus competency testing program as established for Brush Trucks, Tenders, and other Support Vehicles.
  - (3) Complete and pass the E.V.A.P. course.
  - (4) Reserve Firefighter will be given quarterly progress reviews by the Station Officer and/or the Training Division and shall achieve satisfactory marks on those reviews.
- (e) At the completion of the first year, a performance evaluation will be conducted, with a satisfactory rating required. It is required that the Reserve Firefighter complete the following within the second twelve (12) months.
- (1) Complete IFSTA Firefighter II Program with a passing score of 70%.
- (f) All Reserves would be required to meet the following standards throughout the year. The combat Reserve Firefighter shall:
- (1) Attend a minimum of two (2) Monday night drills each month.
  - (2) Take and pass the "On Target" physical fitness test per Yakima Fire Department standards.
  - (3) Take and pass the "Combat" physical fitness test per Yakima Fire Department standards.
  - (4) Participate in a minimum of two (2) ride-outs per month with at least one being during the standard workday between 8 AM and 5 PM. NOTE: The ride-out program is to be done at stations assigned by the Duty Battalion Chief. These are to be in four (4) hour blocks.
  - (5) Maintain E.V.A.P. certification.
  - (6) Maintain Basic First Aid card.
  - (7) Attend at least 75% of all required training and make up all missed required training within the calendar year.
  - (8) Earn and maintain a satisfactory annual review by the Shift Officer and/or Shift Commander in Training.
  - (9) Reserves shall be assigned to A, B or C shift.

#### 16.4 Organization of the Reserves.

- (a) Reserve fire fighters can be utilized at all City owned and/or operated fire stations; provided that Reserves at all times be under the supervision of a paid officer or paid acting officer. This would allow neighborhood

recruiting and provide an opportunity to increase minority and disadvantage recruiting.

- (b) During normal Department operations, reserves may augment and support career personnel.
- (c) Reserves may be actively involved in the neighborhood. They could teach first aid, give fire safety talks and other community activities.
- (d) Reserves shall have a distinctive uniform to enable identification in all circumstances.
- (e) Reserves shall observe normal station operating routines.

#### 16.5 Chain of Command.

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

#### 16.6 Training Requirements.

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

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

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

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

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

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

16.10 Preference Points

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

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

## **ARTICLE 17 – WAGES**

- 17.1 **Effective 1-1-2014**, the base salary of bargaining unit members will be increased by 2%.
- 17.2 **Effective 1-1-2015**, the base salary of bargaining unit members will be increased by 2%.
- 17.3 **Effective 1-1-2016**, the base salary of bargaining unit members will be increased by 2.5%.
- 17.4 **Effective 1-1-2017**, the base salary of bargaining unit members will be increased by 2.5%.

## **ARTICLE 18 – HEALTH CARE INSURANCE**

### **18.1 Medical, Vision and Dental Care Coverage:**

- (a) Covered bargaining unit employees, retirees and their dependents shall participate in the “City of Yakima Employees’ Health & Welfare Benefit Plans”. Eligibility rules, types and or levels of benefits, payment of premiums through a cafeteria plan, co-payment, coinsurance and deductibility requirements and all other terms and conditions for the provision of these health benefits shall be governed by the “City of Yakima Employees’ Welfare Benefit Program”.
- (b) If 50% or more of the bargaining unit members elect to enroll in the new health insurance program, then 100% of the members, dependents, retirees and LEOFF I dependants will move to the new insurance program. (Does not apply to the LEOFF I retired employees.)

### **18.2 Health and Dental Care Premium Contributions:**

- (a) Employee Health Care Premium Contribution. LEOFF I and LEOFF II employee only health care coverage shall be paid for by the City and shall be at no cost to the employee.
- (b) Dependant Health Care Premium Contributions. The City and the employee shall share dependent medical program premiums per month contribution level on a 50% by the employer and 50% by the employee basis, with a maximum employee contribution of \$140.00 per month. The \$140.00 maximum shall continue through 2016, subject to the reopener Section 18.5.
- (c) Dental Care Premium Contributions. The City shall pay the premium for LEOFF I and LEOFF II employee and dependent dental care coverage.

- (d) Employee contributions under this Article will be accomplished through normal payroll deductions.

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

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

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

- (a) In the event that an insured employee covered by the Local 469 Standard Insurance Company Disability Plan applies for and receives benefits from said plan the City shall permit the employee to receive a minimum of fifty percent (50%) of his/her base pay from the City through the utilization of

accrued sick leave, compensatory time and annually leave in a month and allow them to be in a leave without pay status for up to fifty percent (50%) of their scheduled hours for the affected pay period.

- (b) Base pay for the purpose of receiving Standard Insurance Company benefits shall be the base pay per Master Ordinance plus the Deferred Compensation contribution.
- (c) It shall be the responsibility of the employee to inform the fire department timekeeper on or before the date in which he or she **starts** the leave without pay status. It shall be the responsibility of the employee to inform the fire department timekeeper on or before the date which he or she **ends** the leave without pay status.
- (d) If the insured employee's scheduled hours spent for a pay period is anticipated to be lower than the minimum number of hours required by the Washington State Department of Retirements (DRS) for receipt of full service credit for that month, then the employee may use a sufficient number of hours of his/her accrued leave for that pay period to satisfy the minimum numbers required by DRS to receive full service credit for that month.
- (e) It shall be the employee's responsibility to reconcile his/her monthly pay from the City with payments from the disability insurance carrier (Standard Insurance) to ensure that he/she does not violate and /or breach any of the terms and conditions of the disability insurance policy, including but not limited to the one hundred percent (100%) payout ceiling. Local 469 recognizes that the City does not have any liability with or to the disability insurance carrier or Local 469 whatsoever with regard to insurance disputes between the carrier and employees represented by Local 469, including 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 18.4 and as such, it is agreed by the parties that the general contract rule of law that ambiguities in the contract language shall be

construed against the drafter of a contract shall have no application to any legal proceeding, arbitration and/or action in which this section of the contract and its terms and conditions are being interpreted and/or enforced.

18.5 The parties agree that no later than August 2016, the contract will be reopened to bargain Article 18 Health Care Insurance for 2017.

#### **ARTICLE 19 – LIFE INSURANCE**

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

#### **ARTICLE 20 – LONGEVITY PAY**

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

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

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

#### **ARTICLE 21 – SPECIAL PAYS**

21.1 Acting Assignment Pay. The City will pay acting assignment pay of at least 5% above the normal base pay or the pay rate of the D-Step of the next higher pay grade, whichever is greater, on an hour for hour basis for an individual for such period of continuous service, provided the individual serves a minimum of four (4) hours for LEOFF personnel, in such higher classification, having been so assigned by the Fire Chief or his designated agent and provided further that the individual exercises the responsibility, including operation and administrative duties as they apply. In the event the acting period is less than four (4) hours, the Shift Commander may choose to fill the acting assignment with a qualified actor to minimize excessive movement of personnel.

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

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

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

21.4 Call Back.

- (a) An employee who is called back to duty after his scheduled shift has terminated, but before the scheduled start of his next shift, shall be paid not less than two (2) hours of overtime at the applicable overtime rate.
  - (b) The call back bonus will not be available for a "hold over" defined as an extension of a regular or reassigned shift due to manning requirements or an emergency circumstance.
- 21.5 The City shall pay each employee for his use, at the request of the City, of his/her personal auto, not less than the IRS Rate per mile actually driven, or the actual cost of applicable public transportation. In the event that the City increases mileage allowance paid by the City for the use of personal autos on City business for any other City department or employee, such increased allowance shall become the new rate there under.
- 21.6 LEOFF Uniform Maintenance. All LEOFF bargaining unit members shall be paid a seventy-five dollars (\$75.00) uniform maintenance allowance semi-annually. Said amount will be payable the first payday of February and of August. The City shall have the right to contract for uniform maintenance services as it deems appropriate after which time no further uniform maintenance allowances shall be payable.
- 21.7 Fire Investigator Differential. Subject to the Chief's right to appoint, from time to time, an employee as a Fire Investigator, such employee shall receive a differential for such duty as follows.
- (a) Commissioned Fire Investigators. Commissioned Fire Investigators shall receive monthly differential pay of 3.5% of the base pay of a firefighter in step E.
  - (b) Certified Fire Investigators. Certified Fire Investigators will receive differential pay of 3.0% of the base pay of a firefighter in step E per month.
  - (c) Non-certified/Non-commissioned Shift Investigators. Non-certified/Non-commissioned shift investigators will receive a differential pay of 2.0% of the base pay of a firefighter in step E per month.
- 21.8 MSA Repairpersons. Subject to the Chief's right to appoint, from time to time, employees as MSA Repairpersons, such employees shall receive differential pay of 2.0% of the base pay of a firefighter in step E per month. The City will allow up to six (6) Local 469 LEOFF members of any rank to participate in the YFD MSA Repair Program.

21.9 Technical Rescue. Members of the technical rescue team shall receive differential pay of two percent (2%) of the base pay of a firefighter in Step E per month.

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

21.10 ARFF (Aircraft Rescue and Fire Fighting). The City will determine the number of personnel to be certified as ARFF responders that may be assigned to Crash Truck duties at the Airport. The City shall compensate said members a monthly percentage of two percent (2%) of the base pay of a firefighter in Step E per month.

21.11 K-9 handler pay. The K-9 handler shall receive differential pay of 4.5% of the base pay of a firefighter in step E per month.

21.12 HAZARDOUS MATERIAL TECHNICIAN.

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

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

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

21.14 The City shall compensate members a monthly percentage of two percent (2%) of the top step firefighter upon successful certification of bilingual ability in Spanish.

**ARTICLE 22 – VACATION LEAVE & KELLY DAYS**

22.1 Vacation Leave. Effective January 1, 2014, each LEOFF employee shall have a vacation account. Accruals to this account for LEOFF employees working straight **day shifts** shall be at the following rates.

Service in Years	Accrual Hrs/Mo.	Accrual Hrs/Yr.	Maximum Accrued
0-3	8	96	204
3-7	9.32	112	236
7-10	11.32	136	284
10-15	13.32	160	332
15-20	15.32	184	380
20 +	17.32	208	428

22.2 Effective January 1, 2013, LEOFF employees assigned to a **24-hour shift** shall be eligible to carry maximum vacation leave accumulations according to the following schedule.

Service in Years	Accrual Hrs/Mo.	Accrual Hrs/Yr.	Maximum Accrued
0-5	14	168	348
5-10	16	192	396

10-15	18	216	444
15-20	20	240	492
20+	22	264	540

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

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

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

- (a) A sixth (6th) position off will be allowed contingent on maintaining a 20 person roster for that day. The Department overtime budget shall dictate when the sixth (6th) position is secured as follows:

When operational overtime is available, the sixth (6th) position shall be secured at 2100 the night before the requested shift.

When operational overtime has been exhausted for the period, the sixth (6th) position shall be secured at 0800 the morning of the requested shift.

The sixth (6th) position standby will be available for sign up 10 days (240 hours) prior to the beginning of the requested shift.

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

- The request must be made to and approved by the Shift Commander no less than 24 hours prior to the time requested.

- 22.6 For LEOFF classifications, any vacation accumulated over the stated limits shall be paid at one hundred percent (100%) of base wage as of December 31 of each year; provided, however, at least sixty-five percent (65%) of the annual accrual rate for vacation must have been used during the year in order to qualify for the payment; provided, however, if the Employer cancels an employee's scheduled vacation and this canceling results in vacation accumulation over the stated limits as of December 31 of any particular year then the Employer will pay for said vacation at the normal hourly rate. Payment for any vacation accumulated over the stated limits is subject to the Employers' inability to reschedule the vacation time off. Neither party shall unreasonably withhold approval of rescheduling of vacation previously canceled.
- 22.7 Employees shall be able to cancel scheduled earned leave with thirty (30) days' notice.
- 22.8 Time off for the Shift Commander position to include vacation, Kelly days, or holidays, will be scheduled independently from five (5) positions and sixth (6<sup>th</sup>) position standby.

Shift Commander time off will not be approved when a sixth (6<sup>th</sup>) position has been approved as outlined in article 22.5 (a).

#### **ARTICLE 23 – LEOFF EMPLOYEE HOLIDAYS**

- 23.1 (a) At the first of each year, all LEOFF members of the bargaining unit will receive a credit of 120 hours to their holiday leave account. New employees hired after that date will receive holiday credits at the rate of 10 hours per month for all months remaining in the calendar year. New employees must be scheduled to work for more than one-half (1/2) of the month's shifts in order to receive holiday credit for the month in which they were hired.
- (b) Employees transferring from days to shifts will receive holiday credits at the rate of ten (10) holiday hours per month for the calendar months remaining in the year. Employees transferring from shifts to days will have ten (10) hours per month for each calendar month remaining in the year deducted from their 120 hours of holiday credits, which shall not be reduced to less than zero credits. The employee's schedule which encompasses more than one-half (1/2) of a month shall determine whether or not credits are added or reduced for that month.
- 23.2 Holiday time must be used in the calendar year in which it was credited and may not carry-over into successive calendar years. Unused holiday time will be paid at

one hundred percent (100%) of the base wage as of December 31 of each year up to a maximum of ninety-six (96) hours per employee.

- 23.3 An employee who uses up their 120 hours of holidays and leaves the Department before December 31 shall have 10 hours removed from their earned leave account for each month remaining in the year that the employee has not worked at least one (1) shift.
- 23.4 If an employee has not used the holiday time in the calendar year in which it was earned due to long term sick leave, disability leave, disability retirement or layoff then the employee shall be paid for unused holiday time at ten (10) hours per month for those months in which the employee has actually worked at least five (5) shifts.

#### **ARTICLE 24 – SICK LEAVE ACCRUAL/EXCHANGE FOR LEOFF EMPLOYEES**

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

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

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

- (d) In the event of death in line of duty, all hours of sick leave will be exchanged for pay at the rate of one hundred percent (100%) of the employee's current base pay.
- 24.2 Exchange of accrued sick leave for additional leave days or for cash will be granted to regular LEOFF II employees who have accrued **more than 1080 hours** of sick leave, subject to the following provisions:
- (a) Upon retirement or death, accrued sick leave up to a cap of 1440 hours will be exchanged for pay at the rate of sixty percent (60%) of hours at one hundred percent (100%) of the employee's current base pay. To qualify, the employee must have at least twenty (20) years of service within the LEOFF II pension system.
- (b) Upon termination under honorable conditions, as distinguished from death or retirement, accrued sick leave up to a cap of 1440 hours will be exchanged for pay at the rate of fifty percent (50%) of the employee's current base pay.
- (c) Employees who have accrued more than 1080 hours of sick leave may exchange such sick leave for bonus (additional) leave at the rate of three (3) shifts of sick leave for each additional vacation shift, not to exceed a total of five (5) added vacation shifts annually, utilization of which would be subject to the scheduling and approval of the department head.
- (d) Upon involuntary termination under honorable conditions, e.g., layoff for budget reasons, 1080 hours of accrued sick leave up to a cap of 1440 hours will be exchanged for pay at the rate of fifty percent (50%) of the employee's current base pay.
- (e) In the event of death in the line of duty, all hours of accrued sick leave will be exchanged for pay at the rate of one hundred percent (100%) of the employee's current base pay.
- 24.3 The maximum accumulation of sick leave for LEOFF II employees shall be a total of 1440 hours for any purpose including use and/or exchange.
- 24.4 Sick Leave Exchange Procedure. Any regular LEOFF II employee may exchange accrued sick leave as provided in Sections 24.1, 24.2, 24.6, 24.7 or 24.8 herein at the option of the employee, subject to the following conditions and provisions:

- (a) Authorization for such an exchange shall be made by time ticket submitted to the Fire Chief or his designee.
- (b) No exchange will be granted for less than twenty-four (24) hours of vacation leave.
- (c) No exchange will be granted to an employee who has been terminated for cause.

24.5 Regular LEOFF II employees hired on or after October 1, 1977 shall be granted sick leave in accordance with Municipal Code 2.22.075.

24.6 LEOFF II personnel working a 40-hour week shall be eligible to exchange sick leave according to the following schedule. A maximum of 1040 hours may be accumulated for either exchange or use.

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

- (a) Upon retirement or death, the employee's accrued sick leave up to 720 hours or less will be exchanged for pay at the rate of sixty percent (60%) of the employee's current base pay. To qualify, the employee must have at least twenty (20) years of service within the LEOFF II pension system.
- (b) Upon termination under honorable conditions, as distinct from retirement or death, the employee's accrued sick leave up to 720 hour or less will be exchanged for pay at the rate of twenty-five percent (25%) of the employee's current base pay. Honorable termination includes resignation with proper notice.
- (c) Upon involuntary termination under honorable conditions, e.g., layoff for budget reasons, accrued sick leave up to 720 hours or less will be exchanged for pay at the rate of fifty percent (50%) of the employee's current base pay.
- (d) In the event of death in the line of duty, all sick leave will be exchanged for pay at the rate of one hundred percent (100%) of the employee's current base pay.

24.7 Exchange of accrued sick leave by 40-hour week employees for additional leave days or for cash will be granted to regular LEOFF II employees who have accrued **720 hours or more**, subject to the following provisions:

- (a) Upon retirement or death, the employee's accrued sick leave up through a maximum 1040 hours will be exchanged for pay at the rate of sixty percent (60%) of the employee's current base pay. To qualify, the employee must have at least twenty (20) years of service within the LEOFF II pension system.
- (b) Upon termination under honorable conditions, as distinguished from death or retirement, the employee's accrued sick leave up through a maximum of 1040 hours will be exchanged for pay at the rate of twenty-five (25%) of the employee's current base pay.
- (c) Upon involuntary termination under honorable conditions, e.g., layoff for budget reasons, the employee's accrued sick leave up through a maximum of 1040 hours will be exchanged for pay at the rate of fifty percent (50%) of the employee's current base pay.
- (d) In the event of death in the line of duty, the employee's accrued sick leave will be exchanged for pay at the rate of one hundred percent (100%) of the employee's current base pay.
- (e) Employees who have accrued more than 720 hours of sick leave may exchange such sick leave for bonus (additional) leave at the rate of twenty-four (24) hours of sick leave for an additional 8 (eight) hours vacation leave, not to exceed a total of forty (40) hours added vacation leave days annually, utilization of which would be subject to the scheduling and approval by the department head.

24.8 In December of each year, any accruals by 40-hour week employees beyond a 1040 hour limitation will be automatically exchanged based upon the formula of 8 (eight) hours pay for each thirty-two (32) hours accrued or a percentage thereof for smaller accruals. Such pay will appear on the employee's final paycheck for the year.

24.9 LEOFF II personnel reassigned from shifts to days shall have all hours of accrued sick leave converted utilizing the factor of 1040/1440 or .7222 and personnel reassigned from days to shift shall have all hours of accrued sick leave converted utilizing the factor of 1440/1040 or 1.385. In no case can the employee accrue more than the maximum sick leave allowance.

24.10 Employees who become ill or injured while on approved earned leave (vacation, holiday, or comp time) may utilize sick leave for the period of illness or injury: provided the employee immediately upon becoming incapacitated notifies the division supervisor and presents to management upon returning to work, a

certificate from a health care provider, stating the nature and duration of the incapacity.

- 24.11 All final cash out proceeds under this article will be contributed to the Washington State Council of Fire Fighters Benefit Trust Retiree Medical Account (MERP). (Refer to Article 40 of this agreement)

#### **ARTICLE 25 – SICK LEAVE POOL**

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

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

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

#### **ARTICLE 26 – BIRTHING LEAVE/MATERNITY LEAVE**

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

#### **ARTICLE 27 – LIGHT DUTY FOR LEOFF II EMPLOYEES**

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

LEOFF II employees who are off-duty due to an extended off-duty injury or illness and cannot perform their regular duties may request in writing to the Chief of the Department an assignment to light duty. Any light duty assignment will be contingent on the Department's needs and the employee's ability to perform assigned duties within the scope that would be allowed based on a physician's recommendation. All light duty assignments will be for up to (30) days and will be reviewed by the Chief of the Department to determine any extension of the assignment. Light duty assignments will not include fire suppression, EMS response, dispatching duties, or delay the appointment or filling of a Civil Service position due to work being performed by the employee on light duty. Any employee on light duty will maintain all the rights and benefits of this contract and earn job and position seniority as consistent with a day position. Employees assigned to light duty on an 8-hour day shift who have previously been assigned to a 24-hour shift will have their sick leave hours converted utilizing the factor of

1040/1440 or .7222. Upon return to the 24-hour shift assignment, their sick leave hours will be converted utilizing the factor of 1440/1040 or 1.385. In no case can the employee gain more than 100% of sick leave or income from this assignment.

**27.2 On-duty extended injury or illness.**

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

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

**ARTICLE 28 – COMPENSATORY TIME OFF**

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

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

28.2 Court Appearance Leave. In the event members of the bargaining unit receive a subpoena to appear in court to provide testimony in an official capacity, such required absence from scheduled duty shall be considered time worked for pay purposes. When said employees are required to appear in court in an official capacity in their off duty hours, they shall be paid at the applicable rate for such time. Verification of court attendance shall be on a form prescribed by the Fire

Department and shall include a statement of hours signed by the relevant court clerk.

28.3 An off duty employee who is required by the Chief of the Department to testify before the Civil Service Board on matters pertaining to his assigned duties shall be compensated for actual time in attendance in accordance with 28.2 of this Article. Verification of attendance shall be on a form prescribed by the Fire Department and shall include a statement of hours of attendance signed by the relevant court clerk.

28.4 Training Time.

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

(b) In the event that any union member, with written approval attends an unpaid off duty training related to his/her duties as a Yakima Fire Department employee, it shall be known that the member is attending as an employee of the City of Yakima and as such, is covered by workers compensation insurance.

**ARTICLE 29 – OVERTIME FOR LEOFF EMPLOYEES**

29.1 Only the hours that a LEOFF employee is physically present on his assigned shift or work period are considered hours worked.

29.2 When LEOFF employees assigned to a 24-hour shift work more than 182 hours on their assigned shifts in a 24 day work period, or in the case of other LEOFF employees, 40 hours in a 7 day work period, such employees shall be paid at the overtime rate required by the Fair Labor Standards Act for all hours worked in excess of 182 hours or 40 hours, respectfully.

29.3 Premium Duty Pay. LEOFF personnel working outside of their normally scheduled shifts at a time they are not assigned to work, except as noted in 29.4 below, shall be paid at the overtime rate required by the Fair Labor Standards Act.

29.4 Emergency Duty Pay. When LEOFF personnel are called from off-duty by the Fire Chief or his/her designee because of an emergency the employee shall receive Emergency Duty Pay. The Emergency Duty Pay rate shall be calculated by dividing base monthly salary by 173.33 and multiplying the result by 1.5.

- 29.5 Fractions of an hour served on overtime duty shall be rounded to the next full hour for the purpose of computing the amount of overtime.
- 29.6 Any hiring for less than ten hours may be done by the paging system. After 10 minutes, the overtime hours shall be awarded to the respondent highest on the hiring list for the position to be filled.

### **ARTICLE 30 – DUTY WEEK FOR LEOFF EMPLOYEES**

- 30.1 The average hours of duty for 24-hour shift LEOFF employees shall average fifty-point four six (50.46) hours per week.
- 30.2 24-hour shift LEOFF employees shall be assigned to the “48-96” shift.
- 30.3 The employees serving in the positions of Public Education Captain, Assistant Fire Marshal, Training Captain, and Training Lieutenant shall work a day shift consisting of forty (40) hours per week in the form of five (5) eight (8) hour days. Alternate forty (40) hour shifts may be worked as mutually agreed upon by the employee and the employer.
- 30.4 For the purpose of this agreement, “shift employees” are defined as those employees working 24 hour shifts. “Day Shift Employees” are defined as those employees assigned to a 40 hour work week.

### **ARTICLE 31 – TOBACCO USE ON DUTY**

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

### **ARTICLE 32 – PHYSICAL FITNESS**

- 32.1 For LEOFF employees, there shall be established a physical fitness committee. Composition of the committee shall consist of:
- (a) Two members designated by the Fire Chief.
  - (b) Two members of the bargaining unit.

- (c) One member from outside the department, selected by the other four members to serve as chairperson. The outside representative should have the following professional characteristics: Experience or education in physical fitness, or medicine or related field.
- 32.2 The purpose of the committee is to develop a physical fitness program, establish policy, manage the on-going program and make appropriate recommendations on awards and/or discipline.
- 32.3 The Physical Fitness Program established by the Physical Fitness Committee shall be reviewed and revalidated annually by the Department and the Union. The program and the policy governing this program shall not be changed except by the mutual consent of the Department and the Union.
- 32.4 Both parties have agreed to jointly work on addressing issues and programs pertaining to physical fitness.
- 32.5 Upon request by the fitness committee, only the medical results that pertain to physical fitness shall be given to the committee.
- 32.6 The City shall schedule and pay for medical examinations for employees in the bargaining unit at age 35 and 37 and every two years after the age of 40. The City shall send notification to the employee at least 60 days prior to his/her birthday that the examination is due. The employee is responsible for scheduling his/her medical examination within the month of their birthday.

### **ARTICLE 33 – CREATION OF NEW LEOFF CLASSIFICATIONS**

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

### **ARTICLE 34 – DEFERRED COMPENSATION FOR LEOFF EMPLOYEES**

- 34.1 Each bargaining unit member shall be paid, in addition to that employee's monthly salary, deferred earned compensation each month in an amount equal to four percent (4%) of base pay to a deferred compensation account.
- 34.2 Said deferred compensation is separate pay and is not part of the base monthly salary schedule codified in Yakima Municipal Code Pay and Compensation Ordinance, subsection 2.20.110. This provision is subject to the City's deferred

compensation rules and regulations adopted by the City Council and IRS regulations, and the computation of retirement contributions and pension benefits shall be governed by applicable state law.

- 34.3 If 50% or more of the members of the bargaining unit elect to enroll in the new IAFF program, then 100% of the members shall move to the IAFF deferred compensation program.

#### **ARTICLE 35 – DISCIPLINE POLICY**

35.1 Policy Supersedes: The Disciplinary Policy is incorporated into this Agreement and is attached hereto as Appendix A. In accordance with relevant PERC decisions and by agreement of the Parties should a conflict occur between the provisions of collectively bargained Appendix A and the provisions of Rule XIX - Disciplinary Actions, contained in the General Rules and Regulations of the Civil Service Commission for Fire Department Employees of the City of Yakima then such conflict shall be resolved in favor of the provisions in Appendix A which shall supersede. Where there is no conflict between Appendix A and Rule XIX the provisions of each shall equally apply to employee discipline.

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

#### **ARTICLE 36 – MUNICIPAL CODE SECTIONS PERTAINING TO LEOFF EMPLOYEES**

- 2.01 Group Insurance
  - 2.04.010 Plan Adopted
  - 2.04.030 City Contributions
  
- 2.16 Bonds For Officers
  - 2.16.010 Bonds Required – Amount
  
- 2.20 Salaries
  - 2.20.010 Persons Subject to the Plan
  - 2.20.040 Policy for Pay Steps
  - 2.20.060 Transfer, Promotion, Reclassification, Demotion or Reinstatement of Employees
  - 2.20.070 Reduction in Salary
  - 2.20.080 Effect on Budget

- 2.20.085 Reimbursement for Expenditures
- 2.20.86 Reimbursed Expenditures – Amounts
- 2.20.088 Uniform Allowance – Special Assignment Pay
- 2.20.100 Classification Plan
- 2.20.110 Compensation Plan
  
- 2.22 Fire Department – Working Conditions
  - 2.22.010 Work Week
  - 2.22.020 Calling Off-Duty Firefighters in an Emergency
  - 2.22.030 Compensation
  - 2.22.040 Overtime Pay
  - 2.22.050 Special Assignment Pay
  - 2.22.060 Time-Off Privileges – Vacation Leave
  - 2.22.070 Time-Off Privileges – Compassionate Leave
  - 2.22.075 Time-Off Privileges – Sick Leave
  - 2.22.80 Holidays
  
- 2.24 Longevity Plan
  - 2.24.010 Longevity Plan – Eligibility - Restrictions
  - 2.24.015 Longevity Plan – Service Recognition Award
  - 2.24.20 Leave Of Absence for Service in Armed Forces
  
- 2.40 Leaves Of Absence
  - 2.40.010 Eligible Employees
  - 2.40.020 Vacation Leave
  - 2.40.030 Sick Leave
  
  - 2.40.040 Civil Leave
  - 2.40.050 Military Leave
  - 2.40.060 Leave Without Pay
  - 2.40.70 Unauthorized Absence
  
- 2.44 Lobbying by City Personnel
  - 2.44.030 Permitted Activities of Representatives
  - 2.44.040 Payment for Services of Representatives
  - 2.44.050 Prohibited Expenditures
  - 2.44.060 Ethical Practices and Conduct

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

## **ARTICLE 37 – ENTIRE AGREEMENT**

37.1 The Agreement expressed herein in writing constitutes the entire agreement as negotiated between the parties and no oral statement or previous written agreements shall add to or supercede any of its provisions.

37.2 The City and the Union agree to establish a regular monthly meeting for the purpose of discussing matters considered of importance to them respectively and to maintain a channel of communication. It is intended that such communication be used as a tool to prevent problems from developing and to solve problems, which have surfaced.

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

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

## **ARTICLE 38 – NO PYRAMIDING**

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

## **ARTICLE 39 – SAVINGS CLAUSE**

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

## **ARTICLE 40 – MEDICAL SAVINGS ACCOUNT**

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

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

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

40.3 Monthly Contributions.

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

- (a) Effective July 1, 2012, the City shall pay a \$75.00 Dollar monthly contribution on a pre-tax basis for each LEOFF II employee covered by this Agreement, to the Washington State Council of Fire Fighters (WSCFF) Employee Benefit Trust. The Union shall have the option to increase their contribution by payroll deduction.
- (b) The City shall transmit, mail or forward the monthly contribution on or about the sixth of every month, but no later than the tenth, for that month's contribution.

- 40.4 The Union and the Employees agree to hold the Employer harmless and indemnify the Employer from any and all liability, claims, demands, law suits, and/or losses, damage or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of the Trust Fund. The Union and Employees shall be one hundred percent (100%) liable for any and all liabilities that arise out of the Trust Fund. The Union and Employees shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the Trust Fund.

**ARTICLE 41 – MEMORANDUMS OF UNDERSTANDING (MOU's)**

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

**ARTICLE 42 – TERM OF AGREEMENT**

42.1 This Agreement shall be deemed effective from and after the 1<sup>st</sup> day of January, 2014 through the 31<sup>st</sup> day of December, 2017; 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 \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Recommended by:

LOCAL 469, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO

By: \_\_\_\_\_  
Jeremy Rodriguez  
President, Local 469  
IAFF

By: \_\_\_\_\_  
Nick Sloan  
Vice President, Local 469  
IAFF

By: \_\_\_\_\_  
Mike Wagner  
Secretary-Treasurer, Local 469  
IAFF

CITY OF YAKIMA

By: \_\_\_\_\_

Tony O'Rourke

City Manager

By: \_\_\_\_\_

Bob Stewart

Fire Chief

## APPENDIX A

### Yakima Fire Department DISCIPLINARY POLICY

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

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

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

#### Procedure

##### **A. Progressive Discipline**

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

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

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

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

An oral reprimand shall include all of the following:

- A meeting with the employee and his/her immediate supervisor.

- The employee informed that this is an oral reprimand
- Oral reprimands will be memorialized by memo to include the date and time of the infraction, the department policy, SOP or guideline that has been violated, an action plan to correct the behavior and action necessary to avoid further discipline.
- A memo documenting receipt of the oral discipline shall be signed by the individual and the immediate supervisor. This memo is to be filed with the Deputy Chief or 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 employee, immediate supervisor,
- The employee informed that this is a formal written reprimand.
- Written reprimands will be memorialized by a letter which shall document date and time of the infraction, the department policy, SOP, or guideline that has been violated, the previous related discipline, an action plan to correct the behavior and action necessary to avoid further discipline.
- A copy shall be maintained in employee's personnel file and given to the employee.

**3. Suspension-** Any instance in which any employee is released from duty without pay from city service.

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

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

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

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

#### B. Progressive Disciplinary Process

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

All oral reprimands shall be placed on file in the Deputy Chief or 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 15 days from the time of receipt of written notice of such discipline, whereupon, consistent with the Rules, the Commission shall conduct such hearing. Failure to file such written request within the time specified shall be deemed a waiver of any right of review.

### **C. Definitions of levels of infraction:**

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

Examples but not limited to:

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

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

Examples but not limited to:

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

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

Examples but not limited to:

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

### **D. Probationary Employees**

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

### **E. Training**

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

## **Appendix B**

### **LEOFF CBA**

Effective date: 1-1-2014 through 12-31-2017

#### **SOP 3.001**

**TITLE:** Daily Staffing

#### **OBJECTIVES:**

- A. To provide guidance for maximizing daily staffing levels within defined budgetary parameters
- B. To incorporate a dynamic model that allows for fluctuations in daily staffing levels due to peak times/peak seasons, training opportunities, special events and excessive unforeseen personnel shortages
- C. To provide guidance for the assignment of Floating Lieutenants

#### **Staffing will be assigned with these priorities in mind:**

1. Eliminate brown-outs (5 companies or less) within the means available.
2. Increase training opportunities for Company Officers for command positions and implement succession training for future officers.
3. Increase manpower during peak emergency response times and/or weather conditions.

#### **PROCEDURES:**

1. Shift Commanders - in collaboration with the Operations Deputy Chief, will strive to maintain a minimum daily staffing goal of 20 personnel with a base deployment model consisting of:
  - a. 1 Shift Commander
  - b. 1 ARFF
  - c. 5, 3-person Engine Companies
  - d. 1, 3-person Truck Company

2. Regularly-scheduled staffing in excess of 20 personnel may be assigned in the following manner:
  - a. To create a 4-person Truck and/or Engine Company
  - b. Assigned to the Shift Commander for professional development
  - c. To staff additional apparatus
3. Shift Commanders - in collaboration with the Operations Deputy Chief, will make determinations on appropriate times to augment or decrease staffing that is in the best interest of the City. Examples of those times include:
  - a. Daily and/or seasonal call volume increases (peak times)
  - b. Training evolutions
  - c. Extreme weather
  - d. Special events
  - e. Inordinate number of personnel illnesses or injuries
4. Floating Lieutenants are those who are the most junior and off probation will not have permanent station assignments. Daily assignments for the Floating Lieutenants may include the following:
  - a. If daily staffing is such that all company officer positions are filled, the Floating Lieutenant may be assigned the number 3 or 4 position on an apparatus
  - b. If daily staffing lacks one or more company officers, the Floating Lieutenant shall be assigned one of those positions
  - c. Floating Lieutenants may also be assigned to the Shift Commander for professional development, or to cover the position of another company officer who has been assigned to the Shift Commander for professional development.

**SCOPE:**

1. It shall be the responsibility of the Shift Commanders to work collaboratively with the Operations Deputy Chief to determine daily staffing levels that are based upon dynamic situational needs, and to assign personnel accordingly.

BOB STEWART  
FIRE CHIEF

# **APPENDIX C**

## **CITY OF YAKIMA Municipal Code – Chapter 2**

# APPENDIX C

## **Chapter 2.04 GROUP INSURANCE**

### Sections:

- 2.04.010 Health care plan.
- 2.04.020 Definitions.
- 2.04.030 City contributions.
- 2.04.040 Hospital and medical insurance—Retired employee and dependent coverage.
- 2.04.050 Dental insurance plan—Retired employee coverage.
- 2.04.100 Welfare benefit program.

### **2.04.010 Health care plan.**

The city is self-insured for its medical and dental insurance plans (hereafter referred to in this section and YMC 2.04.020 and 2.04.030 as the "health care plan"). The health care plan includes medical, dental and vision coverage for city employees as defined in the health care plan and for members of the city council. The medical and dental insurance plans are administered for the city by third party administrators. The city manager of the city of Yakima is authorized to enter into a contract or contracts with third party administrators to administer the medical and dental insurance plans. The health care plan shall be on file in the human resources division of the city. (Ord. 2012-14 (part), 2012: Ord. 2008-57 § 1, 2008: Ord. 1757 § 1, 1975; Ord. 1750 § 1, 1975; Ord. 1744 § 1, 1975; Ord. 758, 1965; Ord. 149 § 1, 1960).

### **2.04.020 Definitions.**

"Cost of coverage" means the average monthly cost of coverage for the health care plan as determined from time to time by the city's health care administrator, the city's employee benefits broker, and/or the city manager. The final decision on the cost of coverage shall be made by the city manager. Such determination shall be final and binding. (Ord. 2012-14 (part), 2012: Ord. 2008-57 § 2, 2008).

### **2.04.030 City contributions.**

#### **A. Life Insurance Plan.**

1. Effective October 24, 1991, the city shall provide a fully paid life insurance policy in an amount equal to the annual salary for all management employees as defined in subsection B of this section, as well as for the chief, deputy chiefs and battalion chiefs of the Yakima fire department and the chief, deputy chief, captains and lieutenants of the Yakima police department.

2. For all employees covered by a collective bargaining agreement, the city shall provide a life insurance policy in the amount required in the applicable collective bargaining agreement.

B. Health Care Plan. The city shall contribute toward the payment of the monthly cost of coverage of the health care plan in the following manner for each group of employees or positions, respectively:

1. **Represented Employee Contributions.** For all employees covered by a collective bargaining agreement, the city shall pay its portion of the total monthly cost of coverage under the health care plan as provided in the applicable collective bargaining agreement, and the employee shall pay his or her portion of the total monthly cost of coverage under the health care plan as provided in the applicable collective bargaining agreement.
2. **Management Employee Contributions.**
  - a. "Management employee" means any nontemporary employee in the management series, executive support series and executive series as defined by YMC 2.20.100; in the public safety management series as defined by YMC 2.20.110; and any other nontemporary employee in YMC 2.20.100(D) who is not a member of any collective bargaining unit recognized by the city.
  - b. "Member of the city council" means any person holding the office of city of Yakima council member, who elects to pay the entire cost of coverage of the city of Yakima health care plan.
  - c. From January 1, 2009, on, except for the chief, deputy chiefs, and battalion chiefs in the fire department and the chief, deputy chief, captains and lieutenants in the police department, or unless otherwise provided in the applicable collective bargaining agreement, the following provisions apply: All management employees shall pay the first fifty dollars of the total monthly cost of coverage under the health care plan for the employee through a monthly payroll deduction. If an employee only is covered in the health care plan and the employee has no spouse or dependents in the health care plan, then the city shall pay the balance of the employee-only unit cost in excess of the first fifty dollars that the employee pays. For a management employee with a spouse and/or dependents in the health care plan, any cost of coverage for the management employee with a spouse and/or dependents in the plan in excess of the first fifty dollars that the employee pays shall be paid by the management employee through a monthly payroll deduction based on the following percentages on the remaining balance above the first fifty dollars: the employee shall pay at the rate of twenty-five percent of the balance of the remaining total monthly cost of coverage, and the city shall contribute the remaining seventy-five percent of the balance of the total monthly cost of coverage.
  - d. For the chief, deputy chief, captain and lieutenants of the Yakima police department and the chief, deputy chiefs and battalion chiefs of the Yakima fire department, unless otherwise provided in an applicable collective bargaining agreement, the city shall pay the total monthly cost of coverage under the health care plan for the employee. If the chief, deputy chief, captain and lieutenants of the Yakima police department and the chief, deputy chiefs and battalion chiefs of the Yakima fire department have a spouse and/or dependents in the health care plan, then the employee shall pay through a monthly payroll deduction at the rate of fifty percent of the monthly dependent unit cost of coverage for the employee's spouse and/or dependents, and the city shall contribute the remaining fifty percent of the total monthly dependent unit cost of coverage for the employee's spouse and/or dependents, unless otherwise provided in an applicable collective bargaining agreement.

C. Authority to Exempt Certain Positions from Health Care Plan. Pursuant to YMC Chapter 2.04, the city manager and the heads of the city departments are entitled to be covered by the city's employee health care plan. This subsection C is limited to and for the purpose of recruitment only for the specific positions of city manager, chief of police, fire chief, city attorney, director of public works, director of community and economic development, and director of finance, when the person to whom an offer of employment is made has an existing health care plan from his or her former employment that he or she desires to maintain upon employment with the city. In that event, then the city council for the city manager position, and the city manager for the department head positions, have the authority to agree in writing to compensate that person for the cost to him or her to maintain his or her present health care plan, up to but not to exceed the amount the city's health care plan would otherwise have contributed to his or her health care costs for similar coverage under the city's health care plan. This health care cost payment shall be included with the employee's monthly compensation amount as a separate item and shall be treated as a taxable benefit subject to normal withholding taxes. The city's contribution for the health care allowance shall not be included in any calculations as base pay. If, and at such time as, the city employee's prior health care plan becomes fully paid and no longer requires financial contributions from him or her to maintain his or her health care coverage, the city's obligation to contribute toward that health care coverage shall cease. In no event shall the city's contribution for the health care allowance be more than the city would have contributed if the employee had similar coverage under the city health care plan. In addition, in the event that the employee's prior health care coverage ends and the employee desires to enroll in the city health care plan, that employee may do so provided the employee complies with the enrollment requirements for the city health care plan. (Ord. 2012-14 (part), 2012; Ord. 2008-57 § 3, 2008; Ord. 97-28 § 1, 1997; Ord. 96-66 § 1, 1996; Ord. 93-84 § 1, 1993; Ord. 3403 § 1, 1991; Ord. 3325 § 1, 1990; Ord. 3252 § 1, 1990; Ord. 2688 § 1, 1983; Ord. 2266 § 1, 1979; Ord. 2265 § 1, 1979; Ord. 2153 § 1, 1978; Ord. 1750 §§ 2, 3, 1975; Ord. 1744 §§ 2, 3, 1975; Ord. 1614 § 1, 1974; Ord. 1474 § 1, 1972; Ord. 1081 § 1, 1968; Ord. 758, 1965; Ord. 319 § 1, 1962; Ord. 149 § 3, 1960).

#### **2.04.040 Hospital and medical insurance—Retired employee and dependent coverage.**

A. Retired Employees. The following described retired city employees shall be eligible to remain enrolled in the group hospital and medical insurance plan and to obtain coverage for their eligible dependents until the retired employee reaches sixty-five years of age by paying a premium (including the premium for dependents, if enrolled) equal to the actual group rate for coverage of active city employees and enrolled dependents:

1. City employees who retire on or after January 1, 1982, and who at the time of their retirement work in positions within the bargaining unit of the American Federation of State, County and Municipal Employees, Local 1122; and
2. City employees who retire on or after January 1, 1983, and who at the time of their retirement work in any of the following positions:
  - a. All fire department positions,
  - b. All commissioned police department officers,

- c. All employees in exempt classifications specified by YMC 2.20.100, and
- d. All other positions defined by the policy as being eligible for coverage.

B. Spouses of Retired Employees. Spouses of retired commissioned police department officers, retired fire chiefs and deputy fire chiefs and retired employees who, at the time of retirement, were in exempt classifications specified by YMC 2.20.100, which spouses are otherwise eligible for coverage under provisions of the insurance policy, shall be eligible to remain enrolled in the group hospital and medical insurance plan until those spouses reach the age of sixty-five years (or in the case of spouses of deceased retirees, until the spouse remarries) by paying a premium equal to the actual group rate for enrolled dependents. (Ord. 2012-14 (part), 2012: Ord. 2835 § 1, 1985: Ord. 2749 § 1, 1984: Ord. 2686 § 2, 1983).

#### **2.04.050 Dental insurance plan—Retired employee coverage.**

A. Retired Employees. The following described retired city employees who retire on or after January 1, 1983, shall be eligible to remain enrolled in the group dental insurance plan and to obtain coverage for their eligible dependents until the retired employee reaches sixty-five years of age by paying a premium (including the premium for dependents, if enrolled) equal to the actual group rate for coverage of active city employees and enrolled dependents:

1. Chief and deputy chief of Yakima fire department;
2. Chief, captains and lieutenants of the Yakima police department; and
3. All employees in exempt classifications specified by YMC 2.20.100.

B. Spouses of employees retired from positions specified in subsection A of this section, which spouses are otherwise eligible for coverage under provisions of the insurance policy, shall be eligible to remain enrolled in the group dental insurance plan until those spouses reach the age of sixty-five years (or in the case of spouses of deceased retirees, until the spouse remarries) by paying a premium equal to the actual group rate for enrolled dependents. (Ord. 2012-14 (part), 2012: Ord. 2835 § 2, 1986).

#### **2.04.100 Welfare benefit program.**

A. The city of Yakima employees' welfare benefit program, attached as Appendix 1 to the ordinance codified in this section and incorporated herein by reference, is adopted and approved.

B. The city manager, or his designee, shall be authorized and directed to perform all management, administration and other responsibilities of the city under the city of Yakima's employees' welfare benefit program, except as expressly provided by such program or as required by law.

C. The participation agreements between the city and the Washington State Council of County and Municipal Employees, Washington State Council of County and City Employees, AFSCME, Local 1122, AFL-CIO ("AFSCME"); Yakima Police Patrolmans Association ("YPPA") and Local 469, International Association of Firefighters, AFL-CIO, attached to the ordinance codified in this section as Appendices 2, 3, 4 and 5 respectively and incorporated herein by reference, are approved, and the city manager is authorized and directed to execute said participation agreement.

D. The Yakima air terminal may join the city's employee welfare benefit program and its management employees and duly represented employees may participate in plans thereunder by action of the airport terminal board.

E. In the event that there is a conflict between any provision of this section or any provision of the employee welfare benefit program and any other section of this chapter, this section and the employee welfare benefit program shall take precedence. (Ord. 2012-14 (part), 2012: Ord. 94-9 § 3, 1994).

**The Yakima Municipal Code is current through Ordinance 2013-015, passed April 16, 2013.**

Disclaimer: The City Clerk's Office has the official version of the Yakima Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

[Click here to view recently enacted ordinances not yet codified \(http://www.yakimawa.gov/council/archived-agenda-minutes/\)](http://www.yakimawa.gov/council/archived-agenda-minutes/) .

City Website: <http://www.yakimawa.gov/> (<http://www.yakimawa.gov/>)

City Telephone: (509) 575-6037

## Chapter 2.16 BONDS FOR OFFICERS

### Sections:

- 2.16.010 Bonds required—Amount.
- 2.16.020 Approval of bonds.
- 2.16.030 Payment of premium.

### **2.16.010 Bonds required—Amount.**

The following named officers, assistants and employees of the city of Yakima, and the treasurer of Yakima County as ex officio collector of city taxes, before assuming the duties of their respective office, shall be bonded by a professional surety company authorized to do business in the state of Washington, which bonds shall be conditioned for the faithful discharge of the duties of such officers and employees as provided by law, in the following amounts:

	Blanket Bond	Annual Bond
City Manager	\$25,000.00	
Director of Finance	25,000.00	
City treasurer		\$100,000.00
Yakima's County treasurer	25,000.00	
All other employees	5,000.00	

Provided, however, that the bonds of two or more officers or employees, except for the annual bond of the city treasurer and county treasurer, may be consolidated in one instrument as a blanket bond. (Ord. 2212 § 1, 1978: Ord. 918 § 1, 1967: Ord. 2, 1959: Ord. B-196 § 1, 1937).

### **2.16.020 Approval of bonds.**

Bonds required by Section 2.16.010 of this chapter shall be subject to approval by the city attorney as to form and execution, upon such approval shall be retained on file in the office of the city clerk. (Ord. 2212 § 2, 1978: Ord. B-196 § 2, 1937).

### **2.16.030 Payment of premium.**

After the approval of said bonds, the city shall pay a reasonable premium to the surety company furnishing such bond. (Ord. B-196 § 3, 1937).

**The Yakima Municipal Code is current through Ordinance 2013-015, passed April 16, 2013.**

Disclaimer: The City Clerk's Office has the official version of the Yakima Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

[Click here to view recently enacted ordinances not yet codified](http://www.yakimawa.gov/council/archived-agenda-minutes/)  
(<http://www.yakimawa.gov/council/archived-agenda-minutes/>) .

City Website: <http://www.yakimawa.gov/> (<http://www.yakimawa.gov/>)

City Telephone: (509) 575-6037

**Chapter 2.20  
SALARIES**

## Sections:

- 2.20.010 Persons subject to plan.
- 2.20.020 Content of plan.
- 2.20.030 Procedure for determination of salary ranges.
- 2.20.040 Policy for pay steps.
- 2.20.050 Policy for present employees.
- 2.20.060 Transfer, promotion, reclassification, demotion or reinstatement of employees.
- 2.20.070 Reduction of salary.
- 2.20.080 Effect of budget.
- 2.20.085 Reimbursement for expenditures.
- 2.20.086 Reimbursable expenditures—Amounts.
- 2.20.088 Uniform allowance—Special assignment pay.
- 2.20.089 Bilingual pay for management employees.
- 2.20.094 Salary of mayor, assistant mayor and council members—Fringe benefits.
- 2.20.097 Vehicle allowance for city manager.
- 2.20.100 Classification plan.
- 2.20.110 Compensation plan.
- 2.20.115 Management pay and compensation definitions.
- 2.20.116 Management pay and compensation adjustments.
- 2.20.117 Management salary schedule separation.
- 2.20.118 Management employee disability insurance.
- 2.20.120 Shift differential.
- 2.20.130 Management group tax deferred compensation plan.
- 2.20.150 Management personnel Section 125 plan.

**2.20.010 Persons subject to plan.**

All employees of the city of Yakima shall be subject to the classification and compensation plan established in this chapter. (Ord. 302, 1961; Ord. 194 § 1, 1964).

**2.20.020 Content of plan.**

The classification and compensation plan shall include:

1. The basic salary schedule as set forth in this chapter, and subsequent amendments and additions thereto;
2. A schedule of salary ranges consisting of minimum and maximum rates of pay for each management position and minimum and maximum rates of pay, together with intermediate steps, for all other classes of positions included in the city classification plan as set forth in this chapter, and subsequent amendments and additions thereto;
3. The annual budgets prescribed by the laws of the state of Washington. (Ord. 1745 § 1, 1975; Ord. 194 § 2, 1960).

**2.20.030 Procedure for determination of salary ranges.**

Salary ranges shall be linked directly to the plan of position classification and shall be determined with due regard to ranges of pay for other classes, relative difficulty and responsibility of positions in the class, availability of employees in particular occupational categories, prevailing rates of pay for similar employment in private establishments in the Yakima area, rates of pay in other jurisdictions, cost of living factors, the financial policies of the city and other economic considerations. The minimum and maximum and intermediate steps of each salary range shall be those rates in the basic salary schedule which most nearly reflect these factors.

Prior to the preparation of each annual budget, as well as at other appropriate times, the city manager shall make or direct to be made such comparative studies as he may deem necessary, of the factors affecting the level of salary ranges. On the basis of information derived from such studies, the city manager shall recommend to the council for approval such changes in the salary ranges as are pertinent to the fairness and adequacy of the overall salary structure. Such changes shall be accomplished by increasing or decreasing the salary ranges the appropriate number of ranges as provided in the basic salary schedule. The rate of pay for each employee shall be adjusted to the corresponding step in the new range in conformance with the adjustment of the salary range for the class. (Ord. 194 § 3, 1960).

**2.20.040 Policy for pay steps.**

The following shall be the general policy with respect to the use of the pay steps within salary ranges:

1. The minimum rate of pay for a class shall be paid to any person on his original appointment, except appointments at a salary rate above the minimum may be authorized by the appointing authority when necessary to fill positions in "shortage" occupations or when necessary to recruit applicants with exceptional qualifications.
2. The basic salary range shall consist of five steps to be known as Steps 1, 2, 3, 4, and 5. An employee, except seasonal employees, shall normally be advanced to the next higher step six months after the date of hiring or promotion and to the succeeding steps at one-year intervals, providing that employee's work has been satisfactory and the employee is making normal progress on the job. Employees in permanent seasonal positions shall be advanced to Steps 2, 3, 4, and 5 upon the completion of six months', eighteen months', thirty months', and forty-two months' of service, respectively; provided, such advancements shall be made only for employees with a satisfactory or better performance rating for the preceding season.

All within-range increases are subject to the availability of funds. For purposes of computing the length of time for eligibility for within-range increases, the period of all leaves of absence without pay shall not be included.

In order to simplify the preparation of payrolls, eligibility for within-range salary increases shall be computed in the manner heretofore set forth; provided, however, that upon an eligibility date falling on or before the fifteenth day of the month, such increase shall become effective as of the first day of the month; and provided further, that upon an eligibility date falling on or after the sixteenth day of the month, such increase shall become effective as of the first day of the following month.

Salary increases or decreases resulting from the adjustment of salary ranges in accordance with Section 2.20.030 shall not prevent within-range increase in accordance with this section. (Ord. 2051 § 1, 1977; Ord. 1389 § 1, 1972; Ord. 1082 § 1, 1968; Ord. 748, 1965; Ord. 478, 1963; Ord. 194 § 4, 1960).

#### **2.20.050 Policy for present employees.**

As of the effective date of the adoption of the compensation plan and any subsequent amendments thereof:

A. All employees whose pay is in excess of the maximum rate prescribed for their class shall not be reduced in pay, but they shall not receive any pay increases as long as they occupy positions for which the salary range maximum is the same as or less than the pay rate currently received.

B. Employees will be advanced in pay as a result of an adjustment to the salary range for their class as provided for in YMC 2.20.030, provided that no such advancement in pay shall be effective for a probationary employee in the management group defined in YMC 2.04.030(D), until the end of the probation. In addition, employees will be eligible for within-range increases according to service in the class as provided for in YMC 2.20.040(2), provided that no such advancement in pay shall be effective for a probationary employee in the management group defined in YMC 2.04.030(D), until the end of the probation.

The provisions of this section shall not prevent demotion or reduction for disciplinary reason or the application of service-wide pay decreases when such action is required by the financial conditions of the city or by changing economic conditions. (Ord. 3428 § 1, 1991; Ord. 194 § 5, 1960).

#### **2.20.060 Transfer, promotion, reclassification, demotion or reinstatement of employees.**

When an employee is transferred, promoted, reclassified, demoted or reinstated, the employee's rate of pay for the new position shall be determined as follows:

1. Transfer. An employee transferred to another position in the same class will continue to receive the same rate of pay until the employee is promoted or demoted.
2. Promotion/Reclassification. An employee promoted or reclassified to a position in a class having a higher pay range shall receive a salary increase as follows:
  - a. If the employee's rate of pay in the lower class is below the minimum salary of the higher class, the employee's rate of pay shall be increased to the minimum rate of the higher class.
  - b. If the employee's rate of pay in the lower class falls within the range of pay for the higher class, the employee shall be advanced to the pay step in the higher range which is next higher in amount above the employee's pay before promotion.
  - c. In the case of promotion, within-range increases shall be granted in accordance with YMC 2.20.040(2).

d. In the case of reclassification, the employee shall be eligible for a within-range increase on the employee's normal anniversary date. For employees who have been at the maximum of the salary range for more than one year, the date of reclassification shall become the employee's anniversary date for future within-range increases.

3. Demotion. An employee demoted from a position in one class to another class having a lower pay range shall receive a salary decrease.

(a) If the rate of pay of the employee in the higher class is above the maximum salary for the lower class, the employee's rate of pay will be decreased to the maximum rate of the lower class.

(b) If the rate of pay of the employee in the higher class is within the pay range of the lower class, the employee's rate of pay shall be reduced to the next lower

pay step in the range. (Ord. 1831 § 1, 1975; Ord. 1614 § 2, 1974; Ord. 194 § 6, 1960).

#### **2.20.070 Reduction of salary.**

An appointing authority for just causes may reduce the salary of an employee within the pay range prescribed for the class. Notice of intention to effect such a reduction in pay and the reasons for such action shall be given to the employee and the civil service chief examiner ten days prior to the effective date for the reduction. The employee affected shall have the right to appeal in the manner outlined in the civil service rules and regulations. (Ord. 194 § 7, 1960).

#### **2.20.080 Effect of budget.**

This chapter shall be in force and effect February 1, 1961, and from and after said effective date employees in each class of position in the civil service shall be compensated according to the basic salary schedule and salary ranges set forth in this chapter, and subsequent amendments and additions thereto, and in accordance with the annual budgets adopted by the council pursuant to the laws of the state of Washington. In cases of promotion, transfer and the return of an employee after leave of absence, and in cases of classification or reclassification of positions which, under YMC 2.20.060 and other provisions of this chapter, require the payment of a different wage or salary than that specifically set forth in the annual budget, the compensation to be paid in such cases shall be figured and paid in accordance with YMC 2.20.060 and other pertinent sections of this chapter without ordinance or council action, if the payment thereof can lawfully be made from funds appropriated under the current annual budget, under the item of salaries and wages, without exceeding appropriation.

In cases where the annual budget makes provisions for the payment of compensation for any position classification differing from the compensation set forth in said salary ranges in order to comply with the provision of subsection A of YMC 2.20.050, the employee affected by the provision of said section shall be paid the compensation for such position as set forth in the annual budget, and in all cases where no provision is made in said salary ranges the compensation to be paid any employee shall be that set forth in the annual budget or such compensation as shall be lawfully authorized by the city council. (Ord. 194 § 8, 1960).

**2.20.085 Reimbursement for expenditures.**

In addition to the prescribed rates of pay and other allowances provided for in this chapter, officers and employees of the city shall be entitled to reimbursement for, or the benefit from, the following classes of official expenditures:

1. Officers and employees shall be entitled to reimbursement for expenses which may lawfully be incurred when they are required, with specific written approval of the city manager, to make necessary out-of-pocket expenditures within or without the city of a nature beyond those normally associated with the performance of the routine official duties of such individuals, for purposes which principally promote, develop or publicize the city's best interests.
2. In the event the city manager of the city of Yakima determines that in order to secure the services of any person not residing within the Yakima area as an employee of the city of Yakima, it is necessary to pay the cost of moving the household goods and personal effects of such person from his place of residence to the city of Yakima upon his appointment to city service, then payment of reasonable and necessary moving costs may be made from appropriate available maintenance and operation funds in the city's annual budget, upon the approval of the city manager.
3. The council finds that in selecting personnel to fill positions in the city of Yakima requiring special experience and training to qualify for such positions, it becomes necessary, in order to ensure selection of the most qualified applicant, that applicants for such positions be personally interviewed, and that in certain cases the expense to the city of sending members of boards, commissions and other officers of the city to various localities for the purpose of conducting such interviews exceeds the cost to the city government of providing that the interviews be had in the city of Yakima at the city's expense and that the payment by the city of the necessary travel and subsistence expenses for a limited number of applicants to be brought to the city will result in a saving of expense to the city in the outlay of travel and subsistence expenses or in the time which would be lost by reason of regular officers or employees of the city conducting the interviews elsewhere. The council further finds that in such cases the payment by the city of the travel and subsistence expense of applicants requested to come to the city of Yakima for interview is a proper municipal expense and for a proper municipal purpose.
4. In order to make a proper determination of the facts in cases where authority is requested to bring in applicants for any position in the city of Yakima at the city's expense, the city manager is authorized to determine the facts, and, upon approval by the city manager, based upon a determination that the payment by the city of the expenses of bringing a limited number of applicants to the city of Yakima for interview is necessary to make possible the selection of the best available applicant for a position involving special skill and experience to properly discharge the duties thereof, and that the payment of the expense of bringing said applicants to the city is less than the expense and loss to the city in sending its officers, commissions or boards to conduct said interview elsewhere, and that funds for the payment of such expenses are lawfully available, payment therefor shall be considered as approval by the city council and shall be paid from the fund to which said expenses are properly chargeable.
5. Training and Education.

- a. Policy. The city council encourages the training and education of city officers and employees to the end that they may more effectively render services to the public in performing assigned duties or in preparing to assume higher responsibilities within the city service.
  - b. Reimbursement. Officers and employees shall be entitled to reimbursement for ordinary and reasonable expenses incurred in pursuing such training and education on compliance with the following conditions:
    - (1) In the opinion of the city manager, the seminar or course of study must be related to the performance of duties of the officer or employee in rendering service to the public, or must assist the officer or employee in preparing to assume higher responsibilities within the city service by promotion or otherwise;
    - (2) Specific written approval for the seminar or course of study must be obtained in advance from the city manager or his designate; and
    - (3) Funds for reimbursement to the officer or employee must be lawfully available within the city's budget or by appropriation therein.
6. Professional Fees, Licenses, and Membership Dues.
- a. Management employees as defined in subsection 2.04.030(D) of this code shall be entitled to direct payment by the city of Yakima or reimbursement to the employee, for professional fees, licenses and membership dues applicable to any such employee, in an amount approved by the city manager.
  - b. Funds for this purpose must be lawfully available within the city's budget or by appropriation therein. (Ord. 3403 § 4, 1991; Ord. 2302 § 1, 1979; Ord. 2088 § 1, 1977; Ord. 189 § 1, 1976; Ord. 748, 1965; Ord. 208, 1960; Ord. 194 § 9A, 1960).

#### **2.20.086 Reimbursable expenditures—Amounts.**

- A. All officers and employees shall, in addition to their prescribed rates of pay, be reimbursed for the following listed expenditures:
1. Transportation. The actual fare shall be paid for transportation by common carrier. Reimbursement at the per mile rate authorized by the Internal Revenue Code of 1989, as amended from time to time, shall be made for the use of private auto; provided, the reimbursement for travel by private auto to a point outside the state of Washington shall not exceed the total expense for such travel by commercial air coach including related and incidental transportation expenses such as limousine or taxi fare, car rental, parking fees and similar costs.
  2. Lodging and Meals. The actual expense for lodging and meals shall be paid; provided, that the total reimbursable expense for both lodging and meals shall not exceed one hundred seventy-five dollars per day, including tips and gratuities; provided further, that when conventions, conferences, seminars or similar functions make expenditures in excess of one

hundred seventy-five dollars per day necessary for lodging and meals, in the opinion of the city manager such excess expenditures may be allowed and reimbursed when approved by the city manager.

3. Necessary Minor Expenses. The actual amounts of necessary, or usual and customary, minor expenses, including tips and gratuities, shall be reimbursed.

B. All reimbursed expenses must be necessary, reasonable, within budget limits set for travel and training, and incurred in the conduct of the business of the city. When two or more representatives of the city attend the same meeting, transportation shall be planned to avoid needless duplication of automobiles. Employees shall obtain approval prior to taking any trip from their department head and from the city manager. (Ord. 98-8 § 1, 1998; Ord. 95-9 § 1, 1995; Ord. 3326 § 1, 1990; Ord. 3237 § 1, 1990; Ord. 2743 § 1, 1984; Ord. 2414 § 1, 1980; Ord. 2088 § 2, 1977; Ord. 2022 § 1, 1976; Ord. 1614 § 3, 1974; Ord. 858, 1966; Ord. 748, 1965; Ord. 213, 1960; Ord. 194 § 9B, 1960).

#### **2.20.088 Uniform allowance—Special assignment pay.**

A. Police detectives and patrolmen assigned to the detective division of the police department, when not issued or required to wear a uniform in the performance of their assigned duties, shall be paid a monthly clothing allowance of eighteen dollars in lieu of an issued uniform.

B. (1) Except for employees in the fire department and except for employees represented by AFSCME Local 1122, when a salaried employee works in a higher classification for a period of one day or longer, performs substantially all of the duties of such higher classification and is not actually receiving supervised training for that position, the employee shall be paid at the pay step in the higher classification which is next higher in amount above the employee's pay in the lower classification. The provisions of this section shall not apply to management personnel.

(2) When an hourly employee works in a higher classification for a period of one hour or longer, performs substantially all of the duties of such higher classification and is not actually receiving supervised training for such position, the employee shall be paid at the step in the higher classification which is next higher in amount above the employee's pay in the lower classification.

(3) When a salaried permanent employee represented by AFSCME Local 1122 works for one hour or longer in a higher classification and in a different classification series from which the employee is regularly employed and performs substantially all of the duties of such higher classification and is not actually receiving supervised training for such position, the employee shall be paid at the pay step in the higher classification which is next higher in amount above the employee's pay in the lower classification for all such hours consecutively worked in the higher classification.

(4) When a salaried permanent employee represented by AFSCME Local 1122 works four consecutive hours or longer in a higher classification in the same classification series in which the employee is regularly employed and performs substantially all of the duties of such higher classification and is not actually receiving supervised training for such position, the employee shall be paid at the pay step in the higher classification which is next higher in amount above the

employee's pay in the lower classification for all such hours consecutively worked in the higher classification.

- C. Clerical personnel in the police department shall be paid fifteen dollars per month in addition to their regular salary when required to be available for night or weekend shifts, or when required to perform police duties other than clerical. Effective January 1, 1978, after six p.m. and until six a.m. on regularly scheduled shifts, an additional two percent per hour over base pay will be paid for all hours worked within the stipulated period to the nearest one-half hour for police department clerical personnel.
- D. Police officers shall be paid thirty dollars per month in addition to their regular salary when assigned the duties of administrative assistant to the chief of police.
- E. When any commissioned member of the police department is assigned by the chief of the department to a position in a higher classification for a period of four hours or more, such member shall be paid at the lowest rate of the higher classification which provides any salary increase for the officer for the actual time so assigned. The amount of payment for such special assignment shall be computed in accordance with any applicable provision of YMC 2.40.100. The payment for any such special assignment duty shall be subject to the availability of department funds for such purpose.
- F. When any employee of the fire department is temporarily assigned by the chief of the department to a position in a higher classification for a period of four hours or longer, such member shall be paid special assignment pay of five percent above the normal base pay of that employee during that period of continuous service; provided, that the employee exercises the responsibility, including operational and administrative duties, as they apply to that position in the higher classification; provided, further, the chief of the fire department may authorize special assignment pay in excess of the five percent provided herein in exceptional circumstances as determined by the chief.
- G. When any employee of the police department is assigned by the chief of the department to a position which requires operation of a motorcycle, such member shall be paid twenty-five dollars per month, in addition to his regular salary, for each month that he operates a motorcycle more than fifty percent of his total duty time.
- H. When an employee of the fire department is assigned the duties of administrative assistant to the fire chief, such member shall receive sixty dollars per month in addition to the employee's regular salary.
- I. When a programmer analyst is assigned to the police department, such person shall receive seventy-five dollars per month in addition to the employee's regular salary.
- J. When an employee is temporarily assigned by the city manager to a position in a higher management classification for a period of one day or longer and performs substantially all of the duties of such higher classification, or when the city manager assigns an employee additional responsibilities beyond the scope of his/her current classification, the city manager may authorize and direct that the employee be paid special assignment pay, in an amount the city manager determines reasonable, above the normal base pay of that employee during the period of the employee's continuous service in said higher classification or performance of additional responsibilities. As used

in this section, the term "management classification" means those positions identified in YMC 2.20.115(2). (Ord. 2013-005 § 1, 2013: Ord. 2005-42 § 1, 2005: Ord. 3379 § 1, 1991: Ord. 2843 § 1, 1985: Ord. 2153 § 2, 1978: Ord. 1860 §§ 1, 2, 1975: Ord. 1745 §§ 2, 3, 1975: Ord. 1614 § 4, 1974: Ord. 1474 § 4, 1972: Ord. 1381 §§ 2, 3, 1972: Ord. 980 § 1, 1967: Ord. 854 §§ 1, 2, 1966: Ord. 748 § 4, 1965: Ord. 584 § 1, 1964: Ord. 478 § 2, 1963: Ord. 391 § 1, 1962: Ord. 302 § 6, 1961).

### **2.20.089 Bilingual pay for management employees.**

Effective July 1, 2003, in addition to the prescribed rates of pay and allowances provided for in this chapter, management employees who have a bilingual capacity shall receive sixty dollars per month for their work in that capacity subject to prior written approval from their respective department head and subject to achieving a passing score on the bilingual/biliterate skills examination conducted under the civil service rules and regulations and administered by the civil service chief examiner. Department heads may waive the testing requirement if the employee can demonstrate to the satisfaction of the department head, through documentation or otherwise (i.e., court interpreter certification from the state of Washington), that the employee has sufficient bilingual/biliterate skills.

Management employees employed by the city of Yakima before July 1, 2003, who demonstrated bilingual/biliterate capacity by achieving a passing score on the civil service bilingual/biliterate examination and/or by demonstrating bilingual capacity to the satisfaction of their department head and who received prior approval from their respective department head shall receive, in addition to the prescribed rates of pay and allowances provided for in this chapter, thirty dollars per month for their work before July 1, 2003, in that capacity.

As used in this section, the term "management employees" means those positions identified in YMC 2.20.115(2). (Ord. 2003-36 § 1, 2003).

### **2.20.094 Salary of mayor, assistant mayor, and council members—Fringe benefits.**

A. **Salary of Mayor and Assistant Mayor.** The mayor, assistant mayor, and city council members other than the mayor and assistant mayor shall be paid a salary computed and paid on a monthly basis as follows:

Position	Salary Per Month
Mayor	\$1,043.95
Assistant mayor	\$800.37
City council members	\$695.97

Effective January 1, 2006, and with regard to an at-large city council member who is elected to be mayor, the monthly salary of the mayor shall be one thousand three hundred seventy-five dollars.

Effective January 1, 2008, and with regard to a district position city council member who is elected to be mayor, the monthly salary of the mayor shall be one thousand three hundred seventy-five dollars.

Effective January 1, 2006, and with regard to an at-large city council member who is elected to be assistant mayor, the monthly salary for the assistant mayor shall be one thousand one hundred seventy-five dollars.

Effective January 1, 2008, and with regard to a district position city council member who is elected to be assistant mayor, the monthly salary of the assistant mayor shall be one thousand one hundred seventy-five dollars.

Effective January 1, 2006, the monthly salary for each at-large city council member shall be one thousand seventy-five dollars.

Effective January 1, 2008, the monthly salary for each district position city council member shall be one thousand seventy-five dollars.

B. Fringe Benefits. Commencing January 1, 1992, members of the city council, including the mayor and assistant mayor, shall receive no compensation for serving as mayor, assistant mayor, or council member other than the salary provided by subsection A of this section, and the following additional benefits, which are authorized:

1. Reimbursement for expenditures as provided by YMC 2.20.086;
2. Protection of a five-thousand-dollar life insurance policy, with the premium fully paid by the city;
3. Protection of Workmen's Compensation Insurance coverage under the State Industrial Insurance system;
4. Protection by a policy of insurance known variously as professional liability insurance or errors and commission insurance, covering council members acting in their official capacity, with coverage in the same amount as obtained from time to time for the protection of other city officers and employees, with the premium fully paid by the city;
5. Payment by the city of its portion of Social Security payroll tax on earnings of council members; and any other benefits expressly required by applicable laws;
6. Participation in the city employee welfare benefit program established by YMC 2.04.100; provided, that an election and payment are made as provided in YMC 2.04.030(D)(4). (Ord. 2005-35 § 1, 2005: Ord. 2000-2 § 1, 2000: Ord. 99-10 § 1, 1999: Ord. 94-9 § 2, 1994: Ord. 3210 § 1, 1989: Ord. 2920 §§ 1, 2, 1985: Ord. 2556 § 1, 1981).

#### **2.20.097 Vehicle allowance for city manager.**

The city manager shall be paid the amount of three hundred dollars each month as a vehicle allowance, in addition to the salary specified in the compensation plan for city employees. (Ord. 2005-78 § 1, 2005: Ord. 96-86 § 1, 1996: Ord. 2364 § 1, 1979).

#### **2.20.100 Classification plan.**

A. Plan Adopted. A classification plan for city employees is hereby adopted to be effective April 7, 2013, which plan shall consist of the various following subsections of this section.

B. Classes Exempt from Civil Service.

<b>Class No.</b>	<b>Class Title (Pay Range)</b>
1000	Exempt Classification Group
1100	Executive Series
1110	City Manager (Pay Code 960)
1120	City Attorney (Pay Code 963)
1130	Assistant City Manager (Pay Code 962)
1140	Director of Finance and Budget (Pay Code 964)
1150	Director of Community Development (Pay Code 964)
1160	Director of Public Works (Pay Code 964)
1170	Director of Utility & Engineering (Pay Code 964)
1175	Yakima Air Terminal Manager (Pay Code 970)
1180	Fire Chief (Pay Code 964)
1190	Police Chief (Pay Code 963)
1200	Management Series
1210	Yakima Air Terminal Assistant Manager (Pay Code 972)
1231	Human Resources Manager (Pay Code 970)
1232	City/County Procurement Manager (Pay Code 967)
1233	Information Systems Manager (Pay Code 968)
1234	City Clerk (Pay Code 971)
1238	Strategic Planning Manager (Pay Code 970)
1239	Strategic Project Manager (Pay Code 968)
1241	Financial Services Manager (Pay Code 968)
1242	Utility Customer Services Manager (Pay Code 972)

<b>Class No.</b>	<b>Class Title (Pay Range)</b>
1243	Deputy Director of Accounting and Budgeting (Pay Code 966)
1252	Code Administration Manager (Pay Code 971)
1253	Neighborhood Development Services Manager (Pay Code 971)
1254	Planning Manager (Pay Code 971)
1255	Communications and Public Affairs Director (Pay Code 966)
1261	Street and Traffic Operations Manager (Pay Code 970)
1262	Transit Manager (Pay Code 971)
1263	Fleet Manager (Pay Code 971)
1266	Refuse and Recycling Manager (Pay Code 972)
1267	Park and Recreation Manager (Pay Code 970)
1271	City Engineer (Pay Code 965)
1272	Wastewater Manager (Pay Code 968)
1273	Water and Irrigation Manager (Pay Code 970)
1274	Public Safety Communications Manager (Pay Code 971)
1275	Economic Development Manager (Pay Code 968)
1281	Deputy Police Chief (Pay Code 965)
1291	Communications and Technology Manager (Pay Code 967)
1300	Executive Support Series
1311	Executive Secretary (Pay Code 979)
1321	Senior Assistant City Attorney II (Pay Code 964)
1322	Senior Assistant City Attorney I (Pay Code 968)
1323	Assistant City Attorney II (Pay Code 971)

<b>Class No.</b>	<b>Class Title (Pay Range)</b>
1324	Assistant City Attorney I (Pay Code 973)
1331	Administrative Assistant to the City Manager (Pay Code 972)
1400	Municipal Court Series
1412	Municipal Court Commissioner (Pay Code 966)
1413	Municipal Court Judge (Pay Code 1000)
1421	Court Services Manager (Pay Code 971)
1422	Municipal Court Clerk (Pay Code 983)
1423	Certified Court Interpreter (Pay Code 980)
1424	Municipal Court Cashier (Pay Code 988)
1425	Municipal Court Department Asst. (Pay Code 990)
1430	Deputy Court Services Manager (Pay Code 980)
1431	Probation Services Manager (Pay Code 975)
1432	Probation Officer (Pay Code 978)
1433	Probation Services Clerk (Pay Code 987)
1434	Case Specialist (Pay Code 980)

## C. Civil Service Classes.

<b>Class No.</b>	<b>Class Title (Pay Range)</b>
2000	Administrative and Fiscal Technical Group
2100	Information Technology Series
2101	Computer Programmer (R 13.5) (Inactive)
2102	GIS Technician (R 16.5)

<b>Class No.</b>	<b>Class Title (Pay Range)</b>
2103	Programmer Analyst (R 16.5) (Inactive)
2104	Senior Analyst (R 19.0) (Inactive)
2105	Computer Operator/Programmer (R 10.5) (Inactive)
2106	Computer Operations Assistant (R 9.0) (Inactive)
2107	Computer Operations Technician (R 11.5)
2108	Computer Client Services Technician (R 19.5)
2109	Applications Developer (R 20.5)
2110	Database Administrator (R 23.0)
2112	Network Services Engineer (R 25.0)
2113	Senior Client Services Technician (R 21.5) (Inactive)
2114	Senior Applications Developer (R 21.5)
2115	Publications and Graphics Specialist (R 9.0) (Inactive)
2116	Lead Client Services Technician (R 23.0)
2117	Web Applications Developer/Administrator (R 24.0)
2200	Management Technical Series
2230	Assistant Buyer (R 12.5) (Inactive)
2231	Buyer I (R 16.5)
2232	Central Storekeeper (R 10.5) (Inactive)
2233	Purchasing Assistant (R 12.5)
2234	Buyer II (R 19.5)
2245	Community Relations Specialist (R 15.5)
2246	Senior Community Relations Specialist (R 19.5)

<b>Class No.</b>	<b>Class Title (Pay Range)</b>
2251	Cable Television Coordinator (R 18.0)
2252	Community Programming Coordinator (R 13.5)
2253	Community Programming Assistant (R 9.5)
2254	Municipal Producer (R 11.0)
2262	Safety and Training Officer (R 16.5)
2300	Fiscal Series
2310	Grant Coordinator (R 15.0) (Inactive)
2312	Accounting Technician (R 12.5) (Inactive)
2314	Budget Analyst (R 20.0) (Inactive)
2315	Cashier (R 6.5) (Inactive)
2316	Financial Services Specialist (R 12.5)
3000	Engineering, Planning and Technical Group
3100	Civil Engineering Series
3112	Engineering Associate (R 19.0) (Inactive)
3115	Project Engineer (R 22.5) (Inactive)
3120	Design Engineer (R 22.5)
3130	Development Engineer (R 21.0)
3200	Electrical Engineering Series
3300	Planning Series
3310	Planning Specialist (R 10.5)
3311	Assistant Planner (R 16.5)
3312	Planning Technician (R 13.0)
3320	Community Development Specialist (R 19.0)
3321	Associate Planner (R 19.0)
3322	Senior Planner (R 21.5)
3323	Economic and Community Affairs Specialist (R 20.0)
4000	Engineering, Planning and Inspection Technical Group

<b>Class No.</b>	<b>Class Title (Pay Range)</b>
4100	Civil Engineering Technical Series
4111	Engineering Aide (R 9.5)
4115	Engineering Utility Specialist (R 16.0) (Inactive)
4121	Engineering Technician I (Design) (R 13.0) (Inactive)
4122	Engineering Technician I (Records) (R 13.0) (Inactive)
4125	Engineering Technician II (R 16.5) (Inactive)
4128	Right-of-Way Agent (R 17.0) (Inactive)
4131	Engineering Technician I (Survey) (R 13.0) (Inactive)
4133	Engineering Technician III (Survey) (R 17.0) (Inactive)
4134	Engineering Technician III (Design) (R 17.0) (Inactive)
4135	Engineering Technician III (Development) (R 17.0) (Inactive)
4141	Construction Inspector (R 17.0)
4200	Electrical Technical Series
4211	Traffic Signal Aide (R 11.0) (Inactive)
4221	Signal Technician I (R 14.0) (Inactive)
4222	Signal Technician II (R 16.0)
4223	Signal Technician III (R 20.5)
4240	Instrument Technician (R 18.5)
4300	Plans Examiner Series
4310	Plans Examiner I (Residential) (R 16.0)
4315	Plans Examiner II (Commercial) (R 20.0)
4400	Code Inspection Series
4410	Code Inspection Trainee (R 12.0) (Inactive)

<b>Class No.</b>	<b>Class Title (Pay Range)</b>
4419	Code Compliance Officer (R 15.0)
4420	Fire Code Inspector (R 19.5)
4421	Code Inspector (R 19.5)
4430	Permit Project Coordinator (R 15.5)
4441	Permit Technician (13.0)
4500	Electronics Technical Series
4520	Electronics Technician I (Pay Code 547)
4521	Electronics Technician II (Pay Code 550)
4522	Electronics Supervisor (Pay Code 545)
4600	Traffic Technical Series
4611	Traffic Aide (R 9.5) (Inactive)
4621	Traffic Technician I (R 13.0)
4622	Traffic Technician II (R 16.5)
4632	Traffic Associate (R 19.0)
4635	Traffic Signal System Analyst (R 21.5)
5000	Human Services Group
5100	Housing Services Series
5121	Housing Rehabilitation Assistant (R 10.5)
5122	Neighborhood Development Rehabilitation Specialist I (R 14.0)
5123	Neighborhood Development Rehabilitation Specialist II (R 18.0)
5124	Housing Rehabilitation Specialist III (R 19.0)
5130	Home Remodeling Technician (R 14.5)
5151	Housing Loan Specialist (R 15.0)
5152	Neighborhood Development Accounting Specialist (R 14.5)

<b>Class No.</b>	<b>Class Title (Pay Range)</b>
5154	Neighborhood Development Assistant (R 11.5)
5156	Grant Financial Specialist (R 18.5)
5200	Recreation Series
5201	Golf Starter (R 5.5) (Obsolete)
5202	Golf Course Attendant (R 8.5)
5234	Recreation Leader (R 6.5)
5235	Recreation Activities Specialist (R 10.5)
5254	Athletic Coordinator (R 12.5) (Obsolete)
5255	Recreation Coordinator (R 12.5) (Obsolete)
5256	Recreation Activities Coordinator (R 15.5)
5266	Aquatic Specialist (R 10.5)
5267	Aquatic Leader (R 7.0) (Obsolete)
5268	Lifeguard/Instructor (R 2.0)
5271	Parks and Recreation Administrative Specialist (R 16.5) (Obsolete)
6000	Public Protection Group
6100	Police Protection Series
6121	Police Officer (Pay Code 400)
6122	Police Officer (Lateral) (Pay Code 400)
6124	Police Sergeant (Pay Code 450)
6126	Police Lieutenant (Pay Code 968P)
6127	Police Captain (Pay Code 966P)
6200	Police Support Series
6210	Senior Evidence Technician (R 18.0)
6211	Evidence Technician (R 17.0)
6212	Assistant Evidence Technician (R 12.0)
6215	Community Services Officer (R 14.0)
6221	Corrections Officer (R 15.5)

<b>Class</b>	
<b>No.</b>	<b>Class Title (Pay Range)</b>
6235	Corrections Administrative Specialist (R 16.0)
6241	Police Information Specialist (R 16.0) * (Obsolete)
6242	Police Records Supervisor (R 14.0)* (Obsolete)
6243	Police Department Assistant III (R 8.5)* (Obsolete)
6251	Police Department Assistant I (R 5.5) (Obsolete)
6252	Police Services Specialist I (R 12.0)
6253	Police Services Specialist II (R 14.0)
6260	Police Cadet (R 5.0) (Obsolete)
6265	Crime and Intelligence Analyst (R 22.0)
6300	Fire Protection Series
6321	Firefighter (Pay Code 530)
6323	Fire Lieutenant (Shift) (Pay Code 525)
6324	Fire Lieutenant (Day) (Pay Code 526)
6325	Fire Captain (Shift) (Pay Code 515)
6326	Fire Captain (Day) (Pay Code 510)
6327	Battalion Chief (Shift) (Pay Code 969)
6328	Battalion Chief (Day) (Pay Code 968) * (Inactive)
6338	Fire Investigation and Education Officer (Pay Code 510) (Inactive)
6339	Fire Investigator (Pay Code 520) (Inactive)
6340	Public Safety & Education Officer (Pay Code 506) (Inactive)
6341	Technical Training Supervisor (Pay Code 506) (Inactive)

<b>Class No.</b>	<b>Class Title (Pay Range)</b>
6342	Technical Training Lieutenant (Pay Code 526) (Inactive)
6343	Deputy Fire Marshal (Pay Code 506)
6344	Assistant Fire Marshal (Pay Code 527)
6351	Fire Training Captain (Pay Code 506)
6352	Fire Training Lieutenant (Pay Code 527)
6380	Deputy Fire Chief (Pay Code 965)
	* Retained for Pension Purposes
6400	Fire Support Series
6410	911 Calltaker (Pay Code 590)
6411	Fire Dispatcher (Pay Code 575) (Obsolete)
6412	Public Safety Dispatcher (Pay Code 575)
6415	Public Safety Communications Supervisor (Pay Code 558)
6425	Alarm Supervisor (Pay Code 555) (Obsolete)
6440	Fire Secretary I (Pay Code 585)
6441	Fire Secretary II (Pay Code 580)
6500	Animal Control Series
6510	Animal Control Officer (R 15.0)
6511	Animal Control Officer (Lead) (R 10.5) (Obsolete)
6600	Parking Control Series
6610	Parking Enforcement Officer (R 13.0)
6611	Lead Parking Enforcement Officer (R 9.5) (Obsolete)
7000	Office Support Group
7100	Clerical Series
7110	Senior Center Clerk (R 6.5) (Obsolete)

<b>Class No.</b>	<b>Class Title (Pay Range)</b>
7111	Senior Center Assistant (R 10.5)
7121	Department Assistant I (R 5.5)
7122	Department Assistant II (R 6.5)
7123	Department Assistant III (R 8.5)
7124	Department Assistant IV (R 10.5)
7131	Word Processing Typist (R 8.0) (Obsolete)
7141	Pension/Records Clerk (R 12.5) (Obsolete)
7151	Water/Irrigation Division Administrative Specialist (R 12.0)
7161	Public Records Officer (R 19.0)
7171	Communications & Technology Office Assistant (R 16.5)
7300	Utility Service Series
7311	Water Service Specialist (R 14.5)
7315	Utility Service Representative (R 12.0)
7500	Data Processing Support Series
7511	Data Entry Operator I (R 5.5) (Obsolete)
7512	Data Entry Operator II (R 7.0) (Obsolete)
7600	Duplicating Series
7611	Print Shop Operator (R 11.5)
8000	Maintenance and Crafts Group
8100	Maintenance and Crafts Supervision Series
8111	Park Supervisor I (R 13.0) (Obsolete)
8200	Mechanical Repair Series
8203	Fleet Maintenance Technician (R 14.5)
8204	Vehicle Maintenance Attendant (R 10.0)
8205	Police Fleet Specialist (R 15.5)
8211	Mechanic I (R 17.0)

<b>Class No.</b>	<b>Class Title (Pay Range)</b>
8213	Automotive Storekeeper (R 15.5)
8221	Machinist (R 14.0) (Obsolete)
8230	Maintenance Mechanic (Pay Code 560)
8241	Industrial Maintenance Mechanic (R 17.0)
8242	Preventative Maintenance Technician (R 15.0)
8251	Waterworks Device Technician (R 16.0)
8252	Water Device Crew Leader (R 18.0)
8253	Water Meter Infrastructure Crew Leader (R 18.5)
8300	Plant Operation Series
8301	Wastewater Facility Support Worker (R 8.5)
8302	Industrial Waste Operator (R 14.5) (Obsolete)
8311	Wastewater Treatment Plant Operator I (R 10.5)
8312	Wastewater Treatment Plant Operator II (R 15.0)
8313	Wastewater Treatment Plant Operator III (R 17.0)
8320	Laboratory Assistant (R 10.5) (Inactive)
8321	Laboratory Technician (R 15.5)
8322	Pretreatment Technician (R 15.5)
8323	Pretreatment Crew Leader (R 17.5)
8324	Environmental Compliance Specialist (R 21.0)
8326	Laboratory Chemist (R 19.0)
8331	Water Treatment Plant Operator-In-Training (R 14.5)
8332	Water Treatment Plant Operator II (R 20.0)

<b>Class No.</b>	<b>Class Title (Pay Range)</b>
8333	Water Treatment Plant Operator III (R 20.5)
8335	Water Quality Specialist (R 21.5)
8400	Equipment Operation Series
8421	Equipment Operator I (R 10.5) (Obsolete)
8422	Equipment Operator II (R 12.0) (Obsolete)
8423	Equipment Operator III (R 14.0) (Obsolete)
8433	Solid Waste Collector/Driver (R 15.5)
8434	Solid Waste Code Compliance Officer (R 15.5)
8500	Facilities Maintenance Series
8511	Custodian (R 4.5)
8541	Building Maintenance Specialist (R 8.5)
8542	Facility Maintenance Specialist (R 11.5)
8600	Labor and Crafts Series
8610	Labor Helper (R 2.0) (Obsolete)
8621	Monument Setter (R 11.5) (Obsolete)
8631	Utility Worker (R 10.5) (Inactive)
8641	Solid Waste Maintenance Worker (R 12.5)
8651	Concrete Specialist I (R 13.5) (Obsolete)
8662	Traffic Signs and Markings Specialist I (R 13.5)
8663	Traffic Signs and Markings Specialist II (R 15.0)
8664	Senior Traffic Sign and Markings Specialist (R 16.5)
8671	Irrigation Specialist I (R 13.5)
8672	Irrigation Specialist II (R 15.0)
8673	Irrigation Crewleader (R 17.0)

Class	
No.	Class Title (Pay Range)
8681	Storekeeper (R 15.5)
8700	Public Works Maintenance Series
8701	Street Inspector (R 17.0)
8710	Street Laborer (R 9.0) (Obsolete)
8711	Street Maintenance Specialist (R 14.5)
8713	Street Maintenance Crew Leader (R 17.5)
8721	Street Cleaning Specialist I (R 10.5) (Obsolete)
8722	Street Cleaning Specialist II (R 12.5) (Obsolete)
8731	Wastewater Maintenance Specialist I (R 13.5)
8732	Wastewater Maintenance Specialist II (R 15.0)
8733	Wastewater Maintenance Crew Leader (R 17.0)
8741	Waterworks Specialist I (R 13.5)
8742	Waterworks Specialist II (R 15.0)
8743	Waterworks Specialist III (R 13.5) (Obsolete)
8744	Water Distribution Crewleader (R 17.0)
8745	Waterworks Drafting/Service Representative (R 16.0)
8750	Utilities Locator (R 14.5)
8751	Utilities Locator/Safety Coordinator (R 16.5)
8755	Construction Quality Control Technician (R 17.5)
8800	Parks Maintenance Series
8810	Park Laborer (R 9.0) (Obsolete)
8817	Parks Maintenance Technician (R 15.5)

<b>Class No.</b>	<b>Class Title (Pay Range)</b>
8818	Parks Maintenance Specialist (R 12.5)
8819	Parks Maintenance Worker (R 9.0)
8820	Park Caretaker (R 6.5) (Obsolete)
8821	Park Specialist I (R 9.5) (Obsolete)
8822	Park Specialist II (R 10.5) (Obsolete)
8823	Park Specialist III (R 12.5) (Obsolete)
8825	Golf Course Maintenance Specialist (R 16.5)
8830	Cemetery Specialist (R 12.5) (Obsolete)
8831	Cemetery Maintenance Technician (R 14.0)
8840	Pool Maintenance Specialist (R 12.5) (Obsolete)
8841	Aquatic Maintenance Technician (R 16.5)
8900	Airport Maintenance Series
8910	Airport Maintenance Specialist (R 16.5)
9000	Temporary Work Group
9100	City Worker Series
9114	City Worker (Outside)
9125	City Worker (Inside)
9126	Temporary Refuse Helper
9131	Rule 9 Legal Intern (Pay Code 931)
9151	Judge Pro Tem (Pay Code 941)

## D. Union Exempt Civil Service Classes.

<b>Class No.</b>	<b>Class Title (Pay Range)</b>
10000	Union Exempt Management Support Group
10100	Human Resource Series
10101	Deputy Human Resources Manager (Pay Code 972)

<b>Class No.</b>	<b>Class Title (Pay Range)</b>
10102	Chief Examiner (Pay Code 975)
10103	Human Resources Specialist (Pay Code 981)
10104	Human Resources Assistant (Pay Code 984)
10200	Information Technology Series
10201	Senior Analyst (Pay Code 974)
10202	Project Manager (Pay Code 975)
10203	Lead Applications Systems Designer (Pay Code 976)
10300	Fiscal Series
10301	Payroll Officer (Pay Code 975)
10302	Accountant (Pay Code 975)
10303	Financial Services Officer (Pay Code 972)
10304	Treasury Services Officer (Pay Code 972)
10305	Financial Services Technician—Payroll (Pay Code 981)
10500	Clerical Series
10502	Deputy City Clerk (Pay Code 979)
10506	Executive Assistant (Pay Code 980)
10507	Administrative Secretary (Pay Code 983) (Inactive)
10510	Legal Assistant III (Pay Code 980)
10511	Legal Assistant II (Pay Code 983)
10512	Legal Assistant I (Pay Code 984)
10520	Utility and Finance Assistant (Pay Code 980)
10600	Civil Engineer Technical Support Series
10601	Engineering Contracts Specialist (Pay Code 980)
10602	Engineering Office Assistant (Pay Code 982)
11000	Union Exempt Technical Supervisory Group

<b>Class No.</b>	<b>Class Title (Pay Range)</b>
11100	Civil Engineering Supervisory Series
11101	Construction Supervisor (Pay Code 973)
11102	Utility Engineer (Pay Code 971)
11103	Supervising Traffic Engineer (Pay Code 973)
11104	Senior Engineer (Pay Code 972)
11105	Water/Irrigation Engineer (Pay Code 972)
11106	Surface Water Engineer (Pay Code 973)
11107	Chief Engineer (Pay Code 970)
11108	Utility Project Manager (Pay Code 970)
11200	Planning Supervisory Series
11201	Supervising Planner (Pay Code 973)
11202	Senior Project Planner (Transit) (Pay Code 972) (Inactive)
11250	Code Inspection Supervisory Series
11251	Supervising Code Inspector (Pay Code 973)
11300	Electrical Supervisory Series
11301	Traffic Operations Supervisor (Pay Code 973)
11400	Housing Services Supervisory Series
11401	Senior Program Supervisor (Pay Code 978)
11410	Neighborhood Development Services Operations Supervisor (Pay Code 973)
11500	Recreation Supervisory Series
11501	Recreation Program Supervisor (Pay Code 980)
11502	Aquatics Program Supervisor (Pay Code 975) (Inactive)

<b>Class No.</b>	<b>Class Title (Pay Range)</b>
11503	Recreation Supervisor (Pay Code 976)
11600	Clerical Series
11601	Community Development Administrative Assistant (Pay Code 980)
11602	Code Inspection Office Supervisor (Pay Code 978)
11603	Public Works Office Assistant (Pay Code 983)
11604	Parks and Recreation Administrative Associate (Pay Code 979)
11610	Administrative Assistant for Yakima Air Terminal (Pay Code 980)
11700	Police Support Supervisory Series
11701	Administrative Assistant to the Police Chief (Pay Code 980)
11710	Police Services Supervisor (Pay Code 978)
11720	Corrections Sergeant (Pay Code 977)
11730	Forensic Supervisor (Pay Code 975)
11740	Crime and Intelligence Analyst Supervisor (Pay Code 967)
11750	Lead Police Support Services Supervisor (Pay Code 976)
11800	Administrative Support Supervisory Series
11801	Administrative Assistant to the Director of Public Works (Obsolete)
11805	Senior Buyer (Pay Code 976)
11900	Information Technology Series
11901	Supervising Senior Analyst (Pay Code 972)
11902	Operations Supervisor (Pay Code 973)

<b>Class No.</b>	<b>Class Title (Pay Range)</b>
12000	Union Exempt Mechanical Maintenance and Repair Supervisory Group
12100	Fleet Maintenance and Repair Supervisory Series
12101	Equipment Maintenance Supervisor (Pay Code 977)
12102	Mechanic II (Pay Code 979)
12103	Equipment Supervisor (Pay Code 975)
12200	Industrial Maintenance and Repair Supervisory Series
12201	Industrial Maintenance Supervisor (Pay Code 974)
13000	Union Exempt Maintenance Supervisory Group
13100	Parks Maintenance Supervisory Series
13101	Parks Operations Supervisor (Pay Code 972)
13102	Parks Superintendent (Pay Code 973)
13103	Cemetery Supervisor (Pay Code 978)
13200	Wastewater Collections Supervisory Series
13201	Wastewater Maintenance Supervisor (Pay Code 975)
13300	Street Maintenance and Repair Supervisory Series
13301	Street Supervisor (Pay Code 975)
13302	Street Maintenance Supervisor (Pay Code 973)
13400	Irrigation Supervisory Series
13401	Irrigation Supervisor (Pay Code 976)
13500	Waterworks Supervisory Series
13501	Water Distribution Supervisor (Pay Code 975)
13600	Facilities Maintenance Supervisory Series

<b>Class No.</b>	<b>Class Title (Pay Range)</b>
13601	Building Superintendent (Pay Code 978)
13700	Traffic Sign Supervisory Series
13701	Traffic Sign Supervisor (Pay Code 975)
14000	Route Operations Supervisory Group
14100	Refuse Supervisory Series
14101	Solid Waste Supervisor (Pay Code 979)
14200	Transit Supervisory Series
14201	Transit Operations Supervisor (Pay Code 975)
14202	Transit Field Operations Supervisor (Pay Code 978)
14300	Utility Service Series
14301	Utility Service Supervisor (Pay Code 978)
15000	Plant Operations Supervisory Group
15100	Wastewater Treatment Plant Supervisory Series
15101	Assistant Wastewater Manager (Pay Code 971)
15102	Wastewater Treatment Plant Process Control Supervisor (Pay Code 973)
15103	Wastewater Treatment Plant Chief Operator (Pay Code 976)
15104	Pretreatment Supervisor (Pay Code 975)
15200	Water Treatment Plant Supervisory Series
15201	Water Treatment Plant Supervisor (Pay Code 974)
15300	Wastewater Treatment Laboratory Supervisory Series
15301	Lab Coordinator (Pay Code 975)
16000	Union Exempt Fire Support Group

<b>Class</b>	
<b>No.</b>	<b>Class Title (Pay Range)</b>
16101	Administrative Assistant to the Fire Chief (Pay Code 980)
17000	Union Exempt Fire Civil Service Supervisory Series
17101	Public Safety Assistant Communications Manager (Pay Code 973)
18000	Union Exempt Fire Public Safety Support Group
18101	Communications Division Office Assistant (Pay Code 987)

## E. Transit Civil Service Classes.

<b>Class</b>	
<b>No.</b>	<b>Class Title (Pay Range)</b>
20000	Transit Technical Support Group
20100	Transit Technical Series
20101	Marketing and Program Administrator (Pay Code 675)
20102	Transit Project Planner (Pay Code 675)
21000	Transit Supervisory Group
21100	Transit Supervisory Series
21101	Transit Route Supervisor (Pay Code 665)
22000	Transit Maintenance and Operation Group
22100	Transit Operation Series
22101	Transit Operator (Pay Code 655)
22102	Transit Dispatcher (Pay Code 665)
22103	Transit Vehicle Driver (Pay Code 645)
23000	Transit Maintenance Group
23100	Transit Maintenance Series
23101	Transit Service Worker (Pay Code 650)

<b>Class No.</b>	<b>Class Title (Pay Range)</b>
23102	Transit Vehicle Cleaner (Pay Code 625)
24000	Transit Office Support Group
24100	Transit Office Support Series
24101	Transit Department Assistant II (Pay Code 645)

(Ord. 2013-008 §§ 1—4, 2013; Ord. 2013-004 §§ 1—3, 2013; Ord. 2012-48 §§ 1—3, 2012; Ord. 2012-33 §§ 1—4, 2012; Ord. 2012-04 §§ 1, 2, 2012; Ord. 2011-61 §§ 1, 2, 2011; Ord. 2011-49 §§ 1—3, 2011; Ord. 2011-35 § 1, 2011; Ord. 2011-27 §§ 1, 2, 2011; Ord. 2011-24 §§ 1—3, 2011; Ord. 2011-15 §§ 1—4, 2011; Ord. 2011-01 §§ 1, 2, 2011; Ord. 2010-49 §§ 1—4, 2010; Ord. 2010-04 §§ 1, 2, 2010; Ord. 2009-40 §§ 1—4, 2009; Ord. 2009-17 §§ 1, 2, 2009; Ord. 2009-05 §§ 1, 2, 2009; Ord. 2008-56 §§ 1—3, 2008; Ord. 2008-22 §§ 1—3, 2008; Ord. 2007-71 §§ 1, 2, 2007; Ord. 2007-54 §§ 1, 2, 2007; Ord. 2007-39 §§ 1—3, 2007; Ord. 2007-12 § 1, 2007; Ord. 2007-03 §§ 1, 2, 2007; Ord. 2006-65 §§ 1—4, 2006; Ord. 2006-20 §§ 1—3, 2006; Ord. 2006-15 §§ 1—4, 2006; Ord. 2006-01 §§ 1—3, 2006; Ord. 2005-86 §§ 1, 2, 2005; Ord. 2005-65 §§ 1, 2, 2005; Ord. 2004-86 §§ 1, 2, 2004; Ord. 2004-59 §§ 1—3, 2004; Ord. 2004-30 §§ 1, 2, 2004; Ord. 2004-27 § 1, 2004; Ord. 2004-08 §§ 1, 2, 2004; Ord. 2004-03 §§ 1, 2, 2004; Ord. 2003-77 §§ 1—3, 2003; Ord. 2003-62 §§ 1—3, 2003; Ord. 2003-42 § 1, 2003; Ord. 2003-28 §§ 1, 2, 2003; Ord. 2003-14 §§ 1, 2, 2003; Ord. 2003-09 §§ 1, 2, 2003; Ord. 2002-62 §§ 1—4, 2002; Ord. 2002-44 §§ 1—3, 2002; Ord. 2002-33 §§ 1—3, 2002; Ord. 2002-13 §§ 1, 2, 2002; Ord. 2001-78 §§ 1, 2, 2001; Ord. 2001-62 §§ 1—3, 2001; Ord. 2001-42 §§ 1, 2, 2001; Ord. 2001-10 §§ 1—4, 2001; Ord. 2001-05 §§ 1, 2, 2001; Ord. 2000-64 §§ 1—3, 2000; Ord. 2000-38 §§ 1—3, 2000; Ord. 2000-26 §§ 1—3, 2000; Ord. 2000-17 §§ 1—3, 2000; Ord. 2000-14 §§ 1—3, 2000; Ord. 99-34 §§ 1, 2, 1999; Ord. 99-30 §§ 1, 2, 1999; Ord. 99-25 §§ 1, 2, 1999; Ord. 99-12 §§ 1—3, 1999; Ord. 98-74 §§ 1, 2, 1998; Ord. 98-69 §§ 1, 2, 1998; Ord. 98-33 §§ 1—5, 1998; Ord. 98-1 §§ 1—3, 1998; Ord. 97-76 §§ 1—4, 1997; Ord. 97-53 §§ 1—3, 1997; Ord. 97-35 §§ 1, 2, 1997; Ord. 97-14 §§ 1, 2, 1997; Ord. 97-8 §§ 1—3, 1997; Ord. 96-74 §§ 1, 2, 1996; Ord. 96-70 §§ 1, 2, 1996; Ord. 96-65 §§ 1—3, 1996; Ord. 96-45 §§ 1, 2, 1996; Ord. 96-34 §§ 1, 2, 1996; Ord. 96-30 §§ 1, 2, 1996; Ord. 96-15 §§ 1—3, 1996; Ord. 96-14 §§ 1, 2, 1996; Ord. 96-10 §§ 1—3, 1996; Ord. 95-69 §§ 1—3, 1995; Ord. 95-68 §§ 1—3, 1995; Ord. 95-64 §§ 1—3, 1995; Ord. 95-23 §§ 1, 2, 1995; Ord. 95-14 §§ 1—3, 1995; Ord. 94-82 §§ 1—3, 1994; Ord. 94-77 §§ 1—3, 1994; Ord. 94-67 §§ 1, 2, 1994; Ord. 94-60 §§ 1—3, 1994; Ord. 94-58 § 1, 1994; Ord. 94-52 §§ 1—3, 1994; Ord. 94-21 §§ 1, 2, 1994; Ord. 94-5 §§ 1—3, 1994; Ord. 93-40 §§ 1—3, 1993; Ord. 93-14 §§ 1, 2, 1993; Ord. 93-9 §§ 1—3, 1993; Ord. 93-2 § 1, 1993; Ord. 3503 § 1, 1992; Ord. 3492 §§ 1, 2, 1992; Ord. 3456 §§ 1, 2, 1993; Ord. 3441 §§ 1, 2, 1992; Ord. 3374 §§ 1, 2, 1991; Ord. 3362 §§ 1, 2, 1991; Ord. 3355 §§ 1, 2, 1991; Ord. 3342 §§ 1, 2, 1991; Ord. 3337 §§ 1, 2, 1991; Ord. 3329 §§ 1, 2, 1991; Ord. 3311 §§ 1, 2, 1990; Ord. 3285 §§ 1, 2, 1990; Ord. 3275 §§ 1, 2, 1990; Ord. 3265 §§ 1—3, 1990; Ord. 3251 §§ 1, 2, 1990; Ord. 3247 §§ 1—3, 1990; Ord. 3241 §§ 1, 2, 1990; Ord. 3235 §§ 1, 2, 1990; Ord. 3214 §§ 1, 2, 1989; Ord. 3193 § 1, 1989; Ord. 3180 §§ 1, 2, 1989; Ord. 3171 §§ 1, 2, 1989; Ord. 3168 §§ 1, 2, 1989; Ord. 3155 §§ 1, 2, 1989; Ord. 3142 § 1, 1988; Ord. 3130 §§ 1, 2, 1988; Ord. 3105 §§ 1, 2, 1988; Ord. 3069 §§ 1, 2, 1987; Ord. 3062 §§ 1, 2, 1987; Ord. 3051 §§ 1, 2, 1987; Ord. 3036 §§ 1, 2, 1987; Ord. 3023 §§ 1, 2, 1987; Ord. 3022 § 1, 1987; Ord. 3021 §§ 1, 2, 1987; Ord. 3001 §§ 1—3, 1987; Ord. 2945 §§ 1, 2, 1986; Ord. 2933 §§ 1, 2, 1986; Ord. 2917 §§ 1, 2, 1985; Ord. 2907 § 1, 1985; Ord. 2878 § 1, 1985; Ord. 2875 § 1, 1985; Ord. 2872 § 1, 1985; Ord. 2866 § 1, 1985; Ord. 2861 § 1, 1985; Ord. 2853 § 1, 1985; Ord. 2847 § 1, 1985; Ord. 2842 § 1, 1985; Ord. 2828 § 1, 1984; Ord. 2803 § 1, 1984; Ord. 2797 § 1, 1984; Ord.