MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF YAKIMA, AND INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 469 (PERS BARGAINING UNIT)

EXTENSION

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into by and between the International Association of Fire Fighters Local 469 (hereinafter "Union") and the City of Yakima, a Washington Municipal corporation (hereinafter "City").

The parties hereby agree to extend the MOU executed September 2, 2022. By and through this agreement, that MOU is now extended through December 31st, 2025. That MOU recognized that the PERS' bargaining unit's historical work jurisdiction includes all 911 call-taking and dispatch work. Without waiving the union's work jurisdiction, the City and the Union agreed that for a designated period SunComm Assistant Manager (Angela Brown) may perform specific bargaining unit work.

This MOU is an exclusive agreement unique in nature; it does not establish a precedent or past practice between the parties, and is not a waiver of any right to collectively bargain any mandatory subject of bargaining.

This extension does not alter the September 2, 2022 MOU except to extend the effective date. The parties also agree that this extension is backdated to January 1st, 2025.

This MOU is executed by the parties this

Pete Rasmussen

IAFF Local 469 President

Victoria Baker City Manager

CITY CONTRACT NO:

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF YAKIMA, AND INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 469 (PERS BARGAINING UNIT)

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into by and between the International Association of Fire Fighters Local 469 (hereinafter "Union") and the City of Yakima, a Washington Municipal corporation (hereinafter "City").

The parties recognize the PERS' bargaining unit's historical work jurisdiction includes all 911 call-taking and dispatch work. Without waiving the union's work jurisdiction, the City and the Union hereby agree that for a period of **90 days** following the execution of this MOU, the SunComm Assistant Manager (Angela Brown) may perform bargaining unit work shifts, as follows:

- The Assistant Manager will be utilized as a last resort, **after** overtime shifts have been made available to bargaining unit workers on a voluntary basis, pursuant to the CBA. The Assistant Manager may be assigned to or utilized for shifts prior to assigning overtime shifts to bargaining unit members, pursuant to the CBA.
- The Assistant Manager shall only be utilized for bargaining unit shifts for a maximum of fifteen shifts in a month, unless prior written permission is obtained from the Union. Instances where the Assistant Manager works 4 hours or less shall not be counted toward the 15 shift maximum. In addition, the Assistant Manager may be utilized in cases of emergency, without respect to the 15 shift maximum.
- The City's hiring goals will remain unchanged, and the City will not use work performed pursuant to this MOU as justification for altering its hiring goals or process.
- This MOU shall not result in the reduction of bargaining unit positions.
- The right for the Assistant Manager to perform this work shall be specific to Angela Brown. Should the City hire any other Assistant Managers during the term of this agreement, a new MOU shall be necessary before those individuals can perform bargaining unit work.

This MOU is an exclusive agreement unique in nature; it does not establish a precedent or past practice between the parties, and is not a waiver of any right to collectively bargain any mandatory subject of bargaining. The parties also agree and understand this unique agreement will not be extended to any other employee, unless the parties so agree.

This MOU expires 90 days after it is executed. The parties may agree to extend this MOU for an additional term, for as many additional terms as they shall agree to, or may agree on new terms, should they choose. Such agreement must be in writing, and shall be entirely at each parties' discretion.

This MOU is executed by the parties this _____ day of ____, 2022.

Robert Harrison City Manager Mark Buskas IAFF Local 469 Vice President on behalf of John Shahan

on behalf of John Shahan IAFF Local 469 President

CITY CONTRACT NO: 3022-149

RESOLUTION NO: 12-2022-084