

**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 (PERS bargaining unit hereinafter "Union") and the City of Yakima, a Washington Municipal corporation (hereinafter "City").

Whereas, the City of Yakima is a charter city of the first class of the State of Washington and is the employer of all members who work as Telecommunicators; and

Whereas, the Union is the exclusive bargaining representative all permanent City Telecommunicators; and

Whereas, this MOU memorializes the agreement between the City and the Union regarding temporary employees working as Telecommunicators. All parties acknowledge that these issues have been negotiated in accordance with RCW 41.56; and

Whereas, the City and the Union agree that the provisions as set forth in this MOU do not create a past practice and supersede any conflicting provisions in any Collective Bargaining Agreement (hereinafter "CBA") covering the issues contained in this MOU; now,

Therefore, the City and the Union agree that for one (1) year from the execution of this MOU, the following conditions apply:

1. The parties hereby agree City may hire temporary employees to perform the duties of a Telecommunicator under the following conditions:
 - a. The City will use a list no longer than ten (10) temporary employees who are former SunComm employees.
 - b. Temporary employees must have satisfactorily completed training in at least one discipline prior to becoming a temporary employee.
 - c. Temporary employees are required to maintain all certifications and training.
 - d. Temporary employees will not count towards the allotted staffing of regular full-time positions and shall not affect the hiring of full-time staff in any way.
2. Temporary employees may be scheduled under the following circumstances:
 - a. Temporary employees may be scheduled to meet the needs of the division based upon their availability.
 - b. Temporary employees may not work more than six hundred ninety-three (693) hours per year and will be required to work at least twelve (12) hours per quarter to retain proficiency.
 - c. Temporary employees may be scheduled to work from two (2) hours up to twelve (12) hours per shift.

- d. Temporary employees are allowed breaks and meal periods according to the FLSA and will earn sick leave according to Washington State law.
- e. Temporary employees will be allowed to sign up for "overtime" shifts after permanent full-time employees have made their picks for the month and prior to overtime shifts being mandated.

3. Temporary employee's employment status is as follows:

- a. Temporary employees are not IAFF, or any other union, members or represented by any union.
- b. Other than required by law, temporary employees are not entitled to earn other benefits (such as, but not limited to, vacation, longevity, deferred compensation).

Executed this 24 day of July, 2024.

City of Yakima:

For the Union:

CITY CONTRACT NO: 2024-132
RESOLUTION NO: R-2024-084


Dave Zabel
Interim City Manager
Date 7/24/24


Peter Rasmussen
IAFF Local 469 President
Date 7-23-24


Erica McNamara
Public Safety
Communications Manager
Date 7-22-24


Andrew Zuber
IAFF Local 469 Chief Negotiator
Date 7-22-24