

**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").

The parties have agreed to replace the current contract language with the new language contained in Attachment A to this MOU. Attachment A shall be added to the current Collective Bargaining Agreement (CBA) as Appendix A. This MOU hereby amends Article 19.7(a) by replacing the paragraph in the CBA with a new 19.7(a), while leaving 19.7(a)(1)–(4) intact. The MOU also hereby replaces Articles 27.8, and 27.9. Lastly, the MOU creates Article 27.10.

This MOU is executed by the parties this 31ST 10th March day of January, 2023.




Robert Harrison
City Manager

CITY CONTRACT NO: 2023-040
RESOLUTION NO: R-2022-084


John Shahan
IAFF Local 469 President



Erica McNamara
Public Safety Communications Manager



Andrew Zuber
IAFF Local 469 Chief Negotiator

APPENDIX A

19.7(a) shall be amended as follows:

(a) SunComm Center Employees

Annual Vacations

- i. Annual vacation requests for the following year shall be started four (4) weeks prior to the beginning of the scheduling cycle and/or no later than November 1st of the current year.
- ii. The first annual vacation pick shall be for a singular time period normally not to exceed one hundred thirty two (132) working hours.
 - A. First round vacation picks must be made in increments of 44 hours, either in 1, 2, or 3 increments total.
 - B. First round vacation picks cannot include more than one of the following holidays: Fourth of July, Thanksgiving, and Christmas.
- iii. As staffing and workload allows and after all first picks have been made, employees will have the opportunity to make a second annual vacation pick for a singular time period not to exceed forty-four (44) working hours.
- iv. As staffing and workload allows, and after all first and second picks have been made, employees will have the opportunity to make a third annual vacation pick for a singular time period not to exceed forty four (44) working hours.
- v. Each of these requests will be submitted and considered in seniority order based on the employee's Time in Center as defined in Article 12.8(b) and with regard for staffing and overtime.
 - A. Time spent in the classifications of Fire and Police Dispatchers for the City of Yakima, prior to consolidation, shall count toward this service in years.

The remainder of 19.7, including all subsections to 19.7(a)(1)-(4), shall remain unchanged.

Articles 27.8 and 27.9 shall be fully replaced with the following:

27.8 Overtime Hiring (SunComm)

- (a) **Advanced Notice:** For overtime shifts that are necessary to maintain established shift minimums, the Employer shall post the overtime shifts on the Overtime Sign-up list no later than the first of the month before the month when the overtime shift occurs. (Ex.: Overtime shifts occurring in April shall be posted no later than March 1.)

1. Voluntary sign-ups for the required overtime shifts shall be awarded based on seniority, using time in center, and posted by midnight on the 7th of the preceding month.
2. All remaining required shifts will be assigned on the 8th of the preceding month by using reverse seniority, using time in center.
 - i. These assigned shifts will be documented on the "Mandated Overtime" list maintained in the SunComm shared folder.
 - ii. If the 8th falls on a weekend or Holiday, assignments may be made either on the 7th or the next normal business day after the 8th.
3. The City can, at its discretion, offer additional overtime shifts that are not required to maintain established shift minimums, which shall be made available for voluntary sign-ups, and shall be awarded based on seniority, using time in center.
 - i. These shifts shall be posted on the 8th of the month and awarded by the 12th of the month preceding.
 - ii. These shifts shall not be assigned if there are no volunteers but will remain open until the date of request.
4. Overtime due to incidental leave shall be posted and assigned according to the procedures established in Article 19.8.

(b) **Seven or more days' notice:** Overtime shifts that were not known to the Employer by the first of the month preceding the month when the overtime shift shall occur, but are known to the Employer 7 or more days in advance, shall be assigned as follows:

1. The Employer shall send an email to all staff advising of the new shifts added to the overtime signup list.
 - a. Voluntary overtime coverage shall be awarded based on seniority, using time in center.
 - b. Employees shall be given four days to volunteer for these shifts, if possible.
2. If there are no volunteers for the overtime shift, and the shift must be staffed in order to maintain established shift minimums, then the shift shall be assigned based on the "Mandated Overtime" rotation list and the shift shall be documented therein.

27.9 Overtime Hiring (SunComm) – Less than 7 days' notice

- (a) Overtime shifts occurring with less than seven days' or less notice shall be sent out via Everbridge page.
- (b) Volunteers shall be assigned on a first-come basis.
- (c) If there are no volunteers after a reasonable amount of time has passed, the shift shall be assigned based on the "Mandated Overtime" rotation list, as provided in Article 27.10(e), and the shift will be documented therein.
 1. For purposes of Article 27.9, "Reasonable" shall be defined as follows:

- i. For shifts scheduled to start within 24 hours or less, "reasonable" is 60 minutes.
- ii. For shifts scheduled to start after more than 24 hours, "reasonable" is 12 hours.

A new article shall be added as follows:

27.10 Overtime Considerations - SunComm

- (a) Employees working an eight (8) hours shift may be mandated up to a twelve (12) hour shift to maintain established shift minimums, as described in Articles 27.8 and 27.9.
- (b) Any overtime shift of eight (8) hours or more may be offered in partial shifts; in four, six, or eight, hour increments.
 1. Where the remainder of a partial shift is assigned, the individual shall be marked as having been assigned on the "Mandated Overtime" rotation list.
- (c) The parties agree that employees should not be overworked, including that they should not be required to work without days off. To accomplish this goal, therefore, when assigning overtime, the scheduler shall follow the provisions in Article 27.10(e), but shall have discretion to skip individuals who have worked a significant and disproportionate number of overtime hours, have worked many shifts in a row without a day off, or where the individual's current shift would make the overtime disproportionately burdensome. Nothing in this section shall permit the scheduler to award overtime in a way that is arbitrary, discriminatory, or favors particular employees for reasons other than to decrease the burden on employees who have worked a disproportionate amount.
- (d) The Assigned Overtime List shall be created and maintained as follows:
 1. All eligible floor personnel (which in this context is defined as all SunComm employees other than the training supervisor, trainees not signed off in any disciplines, and the division administrative assistant) shall be listed by reverse seniority using time in center on one list, regardless of classification. This list is considered one rotation.
 2. When assigning an overtime shift, the first employee on the rotation list that is available to fill the shift shall be assigned.
 3. Rotations may be repeated as necessary.
 4. If employees need to be skipped, there shall be a notation made of the date and reason why they were skipped in the appropriate column. Employees that are skipped for the reasons other than those listed in Article 27.10(d)(6), **shall not** be marked as complete for that rotation.
 - i. Reasons for being skipped include the following:
 1. They are already working;
 2. Their work schedule prevents them from being able to work the overtime shift;
 3. Vacation leave;
 4. Sick leave;
 5. Employee is unreachable or states they are unavailable; or

6. Any approved leave not covered in 27.10(d)(6);
 5. When an employee is mandated an overtime shift, the date and shift shall be notated in the appropriate columns and then their name highlighted to show that their assignment in the rotation has occurred.
 6. If an employee is skipped for any of the following reasons, that employee's name shall be highlighted as completed and notation made explaining why they were skipped and marked complete for the rotation.
 - i. On approved leaves of absence (including, for example, FMLA, Washington State Paid Family Leave, LTD, military, etc.);
 - ii. First pick vacations;
 - iii. Bereavement leave;
 - iv. Jury duty leave 5 or more consecutive days.
 7. New hires shall be added to the most current rotation once they are qualified to fill any position.
 8. Any change to the maintenance or implementation of the "Mandated Overtime" list requires mutual agreement of both parties.
 - i. The "Mandated Overtime" list is designed and intended to continue in perpetuity. However, due to exceptional circumstances (e.g. significant staff turnover, new schedule implemented, major shift changes, etc.), with the consent of both parties, the list may be "reset" when necessary.
- (e) Overtime assignments, voluntary or assigned, shall not create additional vacancies or overtime.