

COLLECTIVE BARGAINING AGREEMENT  
COVERING PUBLIC SAFETY DISPATCHERS AND COMMUNICATIONS  
SUPERVISOR(S)

By and Between

THE CITY OF YAKIMA, WASHINGTON

and

LOCAL 469,  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,  
AFL-CIO

EFFECTIVE:

January 1, 2014, through December 31, 2017.

**TABLE OF CONTENTS**

ARTICLE 1 - UNION RECOGNITION AND BARGAINING UNIT..... 1

ARTICLE 2 - UNION SECURITY..... 1

ARTICLE 3 - PAYROLL DEDUCTIONS..... 2

ARTICLE 4 - MANAGEMENT RIGHTS..... 2

ARTICLE 5 - EMPLOYEE RIGHTS..... 4

ARTICLE 6 - PRODUCTIVITY..... 4

ARTICLE 7 - EQUAL OPPORTUNITY CLAUSE..... 5

ARTICLE 8 - GRIEVANCE PROCEDURE..... 5

ARTICLE 9 - RELEASE FROM DUTY..... 9

ARTICLE 10 - COLLECTIVE BARGAINING COMMITTEES..... 10

ARTICLE 11 - COLLECTIVE BARGAINING PROCEDURE..... 10

ARTICLE 12 - PROMOTIONAL STANDARDS..... 12

ARTICLE 13 - REFRESHMENT FUNDS..... 13

ARTICLE 14 - WAGES..... 13

ARTICLE 15 - HEALTH CARE INSURANCE..... 13

ARTICLE 16 - LIFE INSURANCE..... 17

ARTICLE 17 - LONGEVITY PAY..... 17

ARTICLE 18 - SPECIAL PAYS..... 17

ARTICLE 19 - VACATION LEAVE..... 21

ARTICLE 20 - HOLIDAYS..... 23

ARTICLE 21 - SICK LEAVE ACCRUAL/EXCHANGE..... 24

ARTICLE 22 - SICK LEAVE POOL..... 27

ARTICLE 23 - BIRTHING LEAVE/MATERNITY LEAVE..... 27

ARTICLE 24 - LIGHT DUTY.....	27
ARTICLE 25 - COMPENSATORY TIME OFF.....	28
ARTICLE 26 - PUBLIC SAFETY DISPATCH OPERATIONS.....	29
ARTICLE 27 - HOURS OF WORK AND OVERTIME.....	31
ARTICLE 28 - TOBACCO USE ON DUTY.....	33
ARTICLE 29 - DRUG TESTING POLICY.....	33
ARTICLE 30 - PHYSICAL FITNESS.....	34
ARTICLE 31 - DEFERRED COMPENSATION.....	35
ARTICLE 32 - DISCIPLINE AND DISCIPLINARY PROCEDURES.....	35
ARTICLE 33 - PROPERTY LIABILITY.....	35
ARTICLE 34 - MUNICIPAL CODE SECTIONS PERTAINING BARGAINING UNIT MEMBERS.....	35
ARTICLE 35 - ENTIRE AGREEMENT.....	37
ARTICLE 36 - SAVINGS CLAUSE.....	37
ARTICLE 37 - CREATION OF NEW CLASSIFICATIONS.....	37
ARTICLE 38 - CLASSIFICATION STUDIES.....	38
ARTICLE 39 - VEBA MEDICAL SAVINGS ACCOUNT.....	38
ARTICLE 40 - TERM OF THE AGREEMENT.....	38
APPENDIX A - Disciplinary Guidelines.....	41
APPENDIX B - Drug Testing Policy.....	47

**COLLECTIVE BARGAINING AGREEMENT**  
**COVERING PUBLIC SAFETY DISPATCHERS AND COMMUNICATIONS**  
**SUPERVISOR(S)**

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 Public Safety Dispatchers and Public Safety Communications Supervisors. Excluded from the bargaining unit are the Chief of Police, Fire Chief, Public Safety Communications Division Manager, Public Safety Assistant Communications Manager, Communication Division Office Assistant and all other employees of the Police and Fire Departments.

**ARTICLE 2 - UNION SECURITY**

2.1 Each employee in this bargaining unit 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 a one (1) year period of service and in accordance with provisions of the

Public Employee Collective Bargaining Act, RCW, 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 by the Union from the pay of those members who authorize the City to do so. Such authorization shall be in writing and signed by each person authorizing such deductions and filed with the City. The Secretary of the Union shall notify the Finance Director of the City of Yakima of amounts to be deducted from the pay of each such person. The City shall transmit such amounts to the official and location designated by the bargaining unit representatives together with an itemized statement, on or before the 20th day of each month, following the month for which deductions are made. The Union agrees to hold harmless and indemnify the City against any claims, allegations, or lawsuits against the City arising from payroll deductions and/or the transmittal of such deductions for the Union.

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

### **ARTICLE 4 - MANAGEMENT RIGHTS**

4.1 The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. 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 division 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 division 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.

6.4 Management, at their discretion, may allow a former employee who left by resignation and in good standing, and who has been gone for less than twelve (12) months, return to the classification, which they left, or another classification in which they qualify.

## ARTICLE 7 - EQUAL OPPORTUNITY CLAUSE

7.1 It is the policy of the City of Yakima and the Union not to discriminate against any employees or applicants for employment because of race; color; religion; age; sex; sexual orientation; physical, mental, or emotional handicap; national origin; political affiliation; Union involvement; or any other type of protected activity. 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 - GRIEVANCE PROCEDURE

8.1 Policy. The parties recognize that the most effective accomplishment of the work of the City requires prompt consideration and equitable adjustments of employees' grievances. It is the desire of the parties to adjust grievances informally whenever possible, and both management and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there may be a grievance which can be resolved only after a formal review. Accordingly, the following procedure is hereby established in order that grievances of employees covered by this agreement may be resolved as fairly and expeditiously as possible.

8.2 Definition. A grievance is a dispute involving the interpretation, application, or alleged violation of any provision of this collective bargaining agreement.

(a) A working day shall be any day except Saturday, Sunday and any city administration staff holiday.

8.3 Process.

(a) To be reviewable under this procedure a grievance must:

Be commenced within sixty days (60) working days after the grieving party has been made reasonably aware of the circumstances giving rise to the grievance.

- (b) Step 1 - Discussion With Public Safety Public Safety Communications Supervisor - As soon as possible, but in no case later than the time period specified above, an employee shall first discuss the employee's grievance with the PSCS. Said PSCS shall make an investigation of the relevant facts and circumstances of the complaint and provide a written decision within seven (7) working days.
- (c) Step 2 - Discussion With Public Safety Communications Supervisor - As soon as possible, but in no case later than the time period specified above, an employee shall first discuss the employee's grievance with the PSCS. Said PSCS shall make an investigation of the relevant facts and circumstances of the complaint and provide a written decision within seven (7) working days.
- (d) Step 3 - Grievance timely filed in writing with Communication Manager - If the employee and the PSCS cannot reach agreement regarding a remedy the employee may, provided the employee timely files the grievance at this step within twenty (20) working days of receipt of the PSCS written decision, submit the written grievance to the Division Manager. The Division Manager shall conduct an investigation and provide a written decision within twenty (20) working days of receipt of the grievance.
- (e) Step 4 - Grievance Appealed To Chiefs - If the employee and Division Manager cannot reach agreement regarding a remedy, the employee may, within twenty (20) working days of receipt of the written decision, submit the grievance to the Chiefs of the Departments. The Chiefs shall make a separate investigation of the issue(s) and jointly notify the employee in writing of their decision, and the reasons therefore, within twenty (20) working days.
- (f) Step 5 - Grievance Appealed To City Manager - If the grieving party is dissatisfied with the decision of the Chiefs of the Departments, the

employee may within twenty (20) working days request a review by the City Manager. The City Manager shall forward a written decision to the employee within twenty (20) working days from receipt of the grievance.

- (g) Step 6 - Grievance Appealed To Arbitration - Except as provided in 8.4 (d) of this Article, a grievance which is not resolved as set forth may be appealed to arbitration. Either party may invoke arbitration upon submission of a written request for same, which identifies the previously filed grievance and sets forth the issue(s) which the moving party seeks to have arbitrated.

The parties shall attempt to mutually agree upon an arbitrator. In the event the parties are unable to mutually agree upon an arbitrator, either party may request a list for eleven (11) qualified arbitrators according to the following procedure; the parties shall attempt to agree as to whether the Public Employment Relations Commission, the Federal Mediation and Conciliation Service, or the American Arbitration Association will supply the list. If no agreement is reached, the list shall be requested from the Public Employment Relations Commission. The parties shall select an arbitrator from the applicable list by mutually agreeing to an arbitrator or by alternately striking names. The parties shall flip a coin to decide who starts the striking process. The final name left on the list shall be the arbitrator. Subsequent hearing(s) will be governed by the rules and procedures of PERC. The arbitrator shall render a decision as promptly as possible. The arbitrator shall confine himself/herself to the issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine the specific terms of the Agreement and shall not have jurisdiction to add to, detract from or alter in any way the provisions of this Agreement. The decision within the jurisdiction of the arbitrator shall

be final and binding upon both parties. The cost of the arbitrator shall be borne equally between the City and the Union. The City and Union will pay their own remaining costs of arbitration, including attorney's fees, regardless of the outcome.

- (h) 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 fifteen (15) working days, appeal may be instituted as set forth in 8.3(g), Step 6, above.
- (i) If the subject matter of a grievance could be appealed to the Civil Service Commission for fire employees of the City of Yakima, the matter may be submitted for determination to the Civil Service Commission or arbitration, but not both. After the Union has received the City Manager's answer at Step 4, it will advise the affected employee whether it is willing to submit the grievance to arbitration and, if so, the employee shall elect within 10 working days after the Step 4 answer the forum in which the matter is to be heard. Submission of the dispute to arbitration or a hearing by the Civil Service Commission shall bar submission in the other forum.

#### 8.4 Special Provisions.

- (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 in 8.3(g), Step 6, 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 9 - RELEASE FROM DUTY**

9.1 Union Business Leave. Such officers and members of the Union as may be designated by the Union normally not to exceed two (2) in number at any one (1) time, shall be granted up to a total of one hundred twenty (120) hours of time off for Union business between the two (2) employees, provided that a maximum of seventy (70) of these up to one hundred twenty (120) hours off will be paid at the standard rate granted for any leave with pay. The City shall be obliged to release one (1) employee but may allow additional employees to be released simultaneously based upon departmental operational requirements. Business leave includes attending labor conventions and educational conferences regarding collective bargaining, provided that notice of such conventions or conferences shall be given at

least one (1) week prior thereto to the Chiefs, and provided further that the total leave for this bargaining unit for the purpose set forth in this section shall not exceed one hundred twenty (120) hours in any calendar year. Furthermore, partial shifts may be utilized by employees for departure or return provided Division 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.

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

10.1 Collective bargaining between the parties shall be carried out by the City Manager or his designees, on behalf of the City Council, and a committee representing the Union. No later than 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.

10.2 Members of the Union negotiating committee, not exceeding three (3) in number, shall be granted leave from duty without loss of pay for all meetings between the City and the Union for the purpose of negotiating the terms of a contract during the pre-impasse period as provided in RCW 41.56, as amended, when such meetings take place at a time during which any such members are scheduled to be on duty.

10.3 Members of the Union negotiating committee, not to exceed three (3) in number, shall be granted leave in the post-impasse period without loss of pay, except that when such leave reduces the manpower level below that established as the minimum manpower requirement of the Division, such leave shall be without pay.

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

11.1 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 wage, hours and working conditions for members of the bargaining unit shall be amended or repealed during the term of this Agreement without written concurrence of both parties.

11.2 Each year, as appropriate, the Union shall submit to the City Manager and the City Manager may submit to the Union a written proposal for any changes in matters pertaining to wages, hours and working conditions desired by the Union or the City for the subsequent year. These written proposals shall be submitted in accordance with the requirements of RCW 41.56, as amended by S.B. 2852 (1979). The Union and the City shall follow the collective bargaining procedure set forth in the said statute. All agreements reached shall be reduced to writing, which shall be signed, by the City Manager and the Union's representatives. In negotiations for a successor collective bargaining agreement pertaining to bargaining unit members the parties agree to follow the impasse resolution procedures for uniformed personnel (RCW, 41.56.430, et seq.)

11.3 In the event that the Employer declines to include the provisions of section 11.2 above pertaining to impasse resolution procedures for uniformed personnel (RCW, 41.56.430, et seq.) in a collective bargaining agreement covering employees who were formerly Fire Dispatchers (Ringer, Ochs, Moritz, and Kennard) at the time the Employer decided (9/5/95) to implement Consolidated Dispatch operations, then the Employer shall forthwith restore those employees who were employed at the time of the Employer's decision (9/5/95) to implement Consolidated Dispatch operations to the Fire Department to dispatch exclusively fire and emergency medical responses and include them, with all current wages and benefits, in the firefighters bargaining unit. This proviso is not applicable to any Public Safety Dispatcher and/or Public Safety Dispatch Supervisor who was a new hire as a Public Safety Dispatcher or who filled a vacancy created by the departure of a Fire Dispatcher and/or Alarm Supervisor who was appointed on or after 9/5/95. The classifications of Fire Dispatcher and Alarm Supervisor shall remain unfilled and un-funded in Fire Civil Service and shall be inclusive in the Firefighters Bargaining Unit.

## ARTICLE 12 - PROMOTIONAL STANDARDS

12.1 Promotions shall be determined in accordance with the rules and regulations governing the Yakima Fire Civil Service Commission. All promotions within the bargaining unit shall be made solely on merit, efficiency and fitness ascertained by open competitive examination among bargaining unit personnel. Examinations shall fairly, objectively and comprehensively test for qualifications for the position. Those employees who test for the position of Public Safety Dispatcher as a promotional from the 9-1-1 Calltakers classification shall receive five (5) preference points added to their raw score from the testing process.

12.2 Vacancies in Public Safety Dispatcher positions will be filled in accordance with Yakima Fire Civil Service Commission rules and regulations. New Public Safety Dispatchers will be required to pass; or in the case of promotion from 9-1-1 Call-taker, to have passed a polygraph, a background check, a psychological evaluation, physical examination, in addition to any and all other prerequisites to qualifying and being eligible for a Public Safety Dispatcher position.

12.3 Former City of Yakima Fire Dispatchers and Police Dispatchers who are appointed to the new classification of Public Safety Dispatcher will be required to pass a background evaluation but will not be required to undergo a psychological evaluation, polygraph or physical examination based on their current employment status.

12.4 Employees who were formerly City of Yakima Fire Dispatchers or Police Dispatchers and who were appointed to the new classification of Public Safety Dispatcher and who are promoted, will have the same exclusion applied to that promotion as set forth in Section 12.3.

12.5 Any time during the probationary period in the Public Safety Dispatcher classification a promoted employee may either voluntarily (with the approval of management) or by direction of management return to the position of 9-1-1 Calltaker with no loss of seniority as long as the action was not the result of disciplinary action.

12.6 Promotional registers for Public Safety Dispatcher shall be valid for one (1) year. A new examination shall be conducted at least 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

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

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

### **ARTICLE 14 - WAGES**

14.1 Effective 01-01-2014, the base salary of the bargaining unit will be increased by 2%.

14.2 Effective 01-01-2015, the base salary of the bargaining unit will be increased by 2%.

14.3 Effective 01-01-2016, the base salary of the bargaining unit will be increased by 2.5%.

14.4 Effective 01-01-2017, the base salary of the bargaining unit will be increased by 2.5%.

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

15.1 Medical, Vision and Dental Care Coverage -

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

coinsurance and deductibility requirements and all other terms and conditions for the provision of these health benefits shall be governed by the "City of Yakima Employees' Welfare Benefit Program".

15.2 Health and Dental Care Premium Contributions -

(a) Employee Health Care Premium Contribution: Bargaining unit member employee only health care coverage shall be paid for by the City and shall be at no cost to the employee.

(b) Dependent Health Care Premium Contributions: The City and the employee shall share dependent medical program premiums on a 50% by the employer and 50% by the employee basis, with a maximum employee contribution of \$154 per month.

(c) Dental Care Premium Contributions: The City shall pay the premium for bargaining unit member employee and dependent dental care coverage.

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

15.3 Retiree Coverage - The City of Yakima Employees' Health and Welfare Benefit Plan shall provide retirees and dependents of retirees the right to remain in the group plan as follows:

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

(b) Spouses of retirees may remain in the group medical plan until they reach age 65 or in the case of spouses of deceased retirees, until they reach age 65 or remarry, whichever occurs first.

(c) Other dependents of retirees may remain in the group health care plan as long as they remain eligible under the provisions of the plan or when

coverage for the retiree and spouse, or, the spouse of deceased retiree terminates, at which time such dependent insurance coverage would cease regardless of the age of the dependents.

- (d) Retirees, or spouses of deceased retirees, shall pay the premium and other shared dependent coverage costs (including dependents if enrolled) which shall be based on the same formula as active employees and dependents within the bargaining unit. Premiums shall be paid by deduction from retirement checks paid to retired employees or their beneficiary.

15.4 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 time keeper 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 15.4 and as such, it is agreed by the parties that the general contract rule of law that ambiguities in the contact language shall be construed against the drafter of a contract shall

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

**ARTICLE 16 - LIFE INSURANCE**

16.1 Effective January 1, 2014, the City will provide, without cost to the employee, \$100,000 in face amount of life insurance.

**ARTICLE 17 - LONGEVITY PAY**

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

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

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

**ARTICLE 18 - SPECIAL PAYS**

18.1 Acting Pay. 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, for an individual for such period of continuous service, provided the individual serves a minimum of one-half (1/2) shift as Lead Public Safety Dispatcher, Public Safety Communications Supervisor or higher classification, having been so assigned by the Administration and provided further that the individual exercises the responsibility,

including operation and administrative duties as they apply.

18.2 Eligibility for Acting Assignments. In order for an employee to be eligible for assignment to an acting position, that employee must be eligible for promotion to the position in accordance with the promotional standards as set forth in the Fire Civil Service rules and regulations. That employee must be willing to test for the full time position and must be trained to a satisfactory level to perform the duties of the higher classification. Such time spent in training shall be at the employee's normal rate of pay.

18.3 Acting Assignments. Acting assignments shall be made under the following provisions.

- (a) Long-term assignments shall be made in cases where the higher classification is to be absent for more than forty (40) consecutive hours. Assignments shall be made the first day of the vacancy and shall continue uninterrupted until the last day of the vacancy.
- (b) Short-term assignments shall be made in cases where the higher classification is absent for less than forty (40) consecutive hours. Short-term assignments shall be made the first full shift of the vacancy and shall be subject to the following provisions.
  - (i) Acting Public Safety Communications Supervisor assignment not required when Communications Supervisor is present. Communications Supervisor shall assume the supervisory duties of Public Safety Communications Supervisor.
  - (ii) Acting Communications Supervisor assignment not required when Communications Manager is present. Communications Manager shall assume the duties of Communication Supervisor for short term vacancies.

(c) Acting Out of Grade. Occasionally, depending on shift strength at the time of a Calltaker vacancy, a Dispatcher or Public Safety Communications Supervisor may be assigned to act out of grade as a Calltaker. Such assignments are at the employee's normal rate of pay and subject to the following provision.

(i) Acting out of grade opportunities shall normally occur when able to do so with the existing shift strength at the time of the vacancy. In the event that personnel vacancies create hiring situations, hiring shall be for the classification creating the original vacancy in accordance with Article 27.6 of this agreement.

(d) General Provisions

(i) Generally the acting Public Safety Communications Supervisor assignments shall be offered first to the most senior Dispatcher on the shift of the Lead that caused the vacancy. Acting Communications Supervisor long-term assignments shall be offered first to the Public Safety Communications Supervisor with the most seniority in grade.

(ii) In assigning actors, the availability of the employee over the duration of the assignment shall also be a criterion.

(iii) "Full Shift" shall generally refer to the shifts most commonly worked. In the case of the Public Safety Communications Supervisors, twelve (12) hours except on the "short days" when the shift shall be eight (8) hours. In the case of the Communications Supervisor a full shift shall most commonly be eight (8) hours.

#### 18.4 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 for all hours worked, but 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. However, overtime at the applicable overtime rate shall be paid for work performed.

18.5 Mileage. The City shall pay each employee for his/her use, at the request of the City, of his/her personal auto, not less than the IRS rate per mile actually driven, or the actual cost of applicable public transportation. In the event that the City increases mileage allowance paid by the City for the use of personal autos on City business for any other City department or employee, such increased allowance shall become the new rate thereunder.

18.6 Uniform Maintenance. Bargaining unit members shall be paid sixty dollars (\$60.00) annually, payable in February. The City shall have the right to contract for uniform maintenance services as it deems appropriate after which time no further uniform maintenance allowances shall be payable.

18.7 Trainers. From time to time employees shall be designated as trainers to assist in the training of new employees. Management will select trainers based on interest, skill level and ability to train. Management will attempt to provide selected employees with instructor training and certifications as available. Employees selected as trainers shall be paid a special pay of 5% of their base wage when actively training, provided they are so engaged at least 75 percent of the hours in the month.

18.8 MSAG/Geofile Technician. The employer will pay \$42.00 per month to the employee(s) assigned the duties of maintaining the Master Street Addressing Guide (MSAG) or the Computer Aided Dispatching Geographical File (Geofile).

This assignment shall be at the discretion of the Communications Manager and if assigned to more than one employee the total special pay shall be divided equally among those assigned.

18.9 Bilingual Calltakers. Qualified bilingual (Spanish speaking) Calltakers shall receive a special pay of 3% of their base wage. Employees must pass a proficiency test administered by Human Resources to qualify. The Communications Manager may waive this testing requirement if the employee can demonstrate to the satisfaction of the Communications Manager, through documentation or otherwise (i.e., court interpreter certification from the State of Washington), that the employee has sufficient bilingual skills in the Spanish Language. Further discussion will take place between management and IAFF regarding testing and certification for this special pay.

#### **ARTICLE 19 - VACATION LEAVE**

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

- (a) Employees with one (1) full year of service shall earn eighty (80) hours, forty (40) hours of which may be taken after six (6) months service;
- (b) Employees with two (2) full years of service shall earn ninety six (96) hours;
- (c) Employees with five (5) full years of service shall earn one hundred twenty (120) hours;
- (d) Employees with ten (10) full years of service shall earn one hundred fifty two (152) hours;
- (e) Employees with fifteen (15) full years of service shall earn one hundred seventy six (176) hours;
- (f) Employees with more than twenty (20) full years of service shall earn one hundred ninety two (192) hours.

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

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

19.4 Vacation Sell-Back Program: Employer implemented vacation sell-back program where an employee could sell back to the City up to one-third (1/3) of their accrued vacation leave within a twelve (12) month period (based on a calendar year) as per the City of Yakima Municipal Code provision in section 2.40.120.

19.5 Annual Vacation Requests. Annual vacation requests for the following year shall normally be started in November of the current year. The annual vacation first pick shall be for a singular time period normally not to exceed 128 (set of 2 shifts) working hours. As manning 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 44 (1 set of shifts) working hours. Both of these requests will be submitted and considered in seniority order based on the employee's service in years with the Yakima Public Safety Communications Center and with regard for staffing and overtime. Time spent in the classifications of Fire and Police Dispatchers for the City of Yakima, prior to consolidation, shall count toward this service in years.

## ARTICLE 20 - HOLIDAYS

### 20.1 Holidays With Pay.

- (a) Day Off. If an employee performs no work on a holiday, within ninety (90) days that employee shall have time off equal to the number of hours scheduled most frequently in his regularly scheduled shifts.
- (b) Day On. If an employee performs work on a holiday, that employee shall receive his/her regular pay plus time and one-half (1.5) pay for all hours worked. The employee shall have the option of receiving comp-time as specified in Article 25 - Compensatory Time Off.

20.2 No employee shall be paid for a holiday unless such employee is in a pay status both the workday before and the workday after such holiday. Exception to the above shall be made for an employee who works a holiday as directed by the City.

20.3 An employee who performs work during a period when the employee is on a scheduled time off shall receive time and one-half (1.5) for all hours worked and shall receive time off as specified in 20.1(a).

20.4 Bargaining unit members shall observe holidays as follows:

New Year's Day	January 1st
Martin Luther King Jr. Day	3 <sup>rd</sup> Monday in Jan.
Washington's Birthday	3 <sup>rd</sup> Monday In Feb.
Memorial Day	Last Monday In May
Independence Day	July 4th
Labor Day	1 <sup>st</sup> Monday In Sept.
Veteran's Day	November 11th
Thanksgiving Day	4 <sup>th</sup> Thursday In Nov.
The Day After Thanksgiving	
Christmas Day	December 25th
One (1) Personal Holiday	equal to one (1) full shift)

The provisions of City of Yakima Municipal Code 2.40.080(c) and (d) shall not apply to this provision.

## ARTICLE 21 - SICK LEAVE ACCRUAL/EXCHANGE

21.1 Effective 01-01-14, bargaining unit members whose normally assigned shift is twelve (12) hours, shall accrue twelve (12) hours of sick leave per month, ten (10) hour shifts will accrue ten (10) hours of sick leave per month and eight (8) hour shifts will accrue eight (8) hours of sick leave per month.

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

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

- (i) For permanent part-time employees, sick leave shall be prorated to the percentage of a full-time position budgeted for that person.
- (ii) No additional sick leave will be accrued during the employee's first year of employment.
- (iii) Should the employee either voluntarily or involuntarily terminate employment during the first year and used sick leave hours equivalent to more than the number of months employed, the excess hours shall be deducted from the employee's accrued paid leave balance (i.e. vacation, compensatory, etc.)

21.2 Sick Leave Exchange or Cashout. Bargaining unit members may exchange accrued sick leave for pay or for additional leave time as appropriate, in accordance with the options provided the employee, subject to the following provisions:

- (a) No cashout of accrued sick leave will be granted for those employees with three hundred sixty

(360) hours or less of accrued sick leave except in the event of death in the line of duty.

(b) Cashout of accrued sick leave will be granted to employees who have accrued in excess of three hundred sixty (360) hours subject to the following provisions:

(i) Upon retirement or death, the employee's accrued sick leave up to a maximum of seven hundred twenty (720) hours will be cashed out at the rate of one hundred percent (100%) of the employee's current base pay.

(ii) Upon termination under honorable conditions, as distinguished from death or retirement, the employee's accrued sick leave up to a maximum of seven hundred twenty (720) hours will be cashed out at the rate of fifty percent (50%) of the employee's current base pay.

(iii) In the event of death in the line of duty, all sick leave will be exchanged for pay at the rate of 100% of the employee's current base pay.

(iv) In no case shall the cash out payment exceed Sixteen Thousand Dollars (\$16,000.00); provided, however, this cash out limit shall not apply with regard to a Death in the Line of Duty.

(c) Sick Leave Exchange. Employees who have accrued more than seven hundred twenty (720) hours may exchange such sick leave for bonus (additional) leave at the rate of twenty-four (24) hours of sick leave for each eight (8) hours of vacation, not to exceed a total of forty (40) hours added leave time annually, utilization of which would be subject to the scheduling and approval by the department head.

(d) Sick Leave Exchange Procedure. Any regular employee may exchange accrued sick leave as provided in subsection (c) above at the option of

the employee, subject to the following conditions and provisions:

- (i) A request for such an exchange shall be made to the Director of Finance and Budget. All requests shall be in writing and shall be signed by the employee making the request.
  - (ii) Requests will be accepted only during the first five (5) working days of each month with exchanged leave to be available within fifteen (15) calendar days of the date the request is received by the office of the Director Finance and Budget. Exceptions to the above will be made for termination, layoff or disability retirement.
  - (iii) No request will be granted for less than eight (8) hours pay or a minimum of three (3) days' leave
  - (iv) No exchange will be granted to an employee who has been terminated for cause, as defined by Civil Service.
  - (v) In the event of layoff, exchange requests are the responsibility of the employee.
- (e) In December of each year, any accruals beyond the 1040 hour limitation will be automatically exchanged based upon the formula of eight (8) hours pay for each thirty-two (32) hours accrued or a percentage thereof for smaller accruals. Such pay will appear on the employee's final paycheck for the year.

21.3 The Employer will allow an employee to use the employee's accrued sick leave to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision.

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

upon returning to work, a certificate from a health care provider, stating the nature and duration of the incapacity.

21.5 Compassionate Leave. Compassionate Leave is an authorized use of sick leave for the death of a member of the employee's or employee spouse's immediate family. Immediate family is defined as any husband, wife, parent, grandparent, child, grandchild, brother or sister. Such leave time shall normally be limited to three (3) working days.

## **ARTICLE 22 - SICK LEAVE POOL**

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

All requests processed by the Payroll Office by the fifteenth (15th) of a month shall be effective for the 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 23 - BIRTHING LEAVE/MATERNITY LEAVE**

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

## **ARTICLE 24 - LIGHT DUTY**

24.1 Off-duty extended injury or illness.

Bargaining unit members who are off-duty due to an extended injury or illness and cannot perform their regular duties may request in writing to the Communications Manager 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 no more than (30) days at which time it will be reviewed by the Communications Manager to determine if any extension of the assignment is warranted. 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 if on full duty.

24.2 On-duty extended injury or illness. Bargaining unit members who are injured or incur illness on duty may be required at the discretion of the department to be placed on light duty. Any light duty assignment will be contingent on the Department's needs and the employee's ability to perform assigned duties within the scope that would be allowed based on a physician's recommendation. All light duty assignments will be for no more than (30) days at which time it will be reviewed by the Communications Manager to determine if any extension of the assignment is warranted. 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 if on full duty.

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

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

Up to forty (40) hours of compensatory time may be accumulated. Use shall be scheduled at the City's

discretion with due regard to the wishes of the employees and the City's work requirements.

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

25.3 An off duty employee who is required by the Administration 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 25.2 of this Article. Verification of attendance shall be on a form prescribed by Administration and shall include a statement of hours of attendance signed by Administration.

25.4 Training Time - For bargaining unit members, training time required by the Administration shall be considered as time worked for compensation purposes. Optional training and efforts expended in preparation for promotional exams, etc., shall not be covered by this clause.

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

26.1 Cross-Training. The first Public Safety Dispatchers will be individuals who were formerly Fire Dispatchers and Police Dispatchers who successfully pass items set forth in section 12.3. Cross-training of these individuals will begin as soon as administratively possible. Only these particular individuals who were employed on the day the Employer made the decision to implement Consolidated Dispatch operations will have the opportunity to have their primary responsibility continue to be their particular emphasis but they will be obliged to expeditiously be cross-trained so that they can competently handle all Public Safety Dispatch responsibilities inclusive of police, fire, emergency medical and other dispatch responsibilities. The existing personnel affected by this section are:

Katy C. Ybarra

26.2 New Public Safety Dispatchers and Public Safety Communications Supervisors. All vacancies for Public Safety Dispatchers and Public Safety Communications Supervisors shall be filled according to the Public Safety Dispatcher and Public Safety Communications Supervisor class specification.

26.3 Public Safety Dispatch Personnel

(a) Use of Qualified Employees. Persons assigned to work independently as Public Safety Dispatchers in the Communications Center shall be Public Safety Dispatch personnel who have passed the required Public Safety Dispatcher Civil Service exams and/or hold the rank of Public Safety Dispatcher or Lead Public Safety Dispatcher. This will include those individuals identified in Article 26.1 as having held the rank of Fire Dispatcher or Police Dispatcher at the time the employer decided to implement Consolidated Dispatch operations (9/5/95).

(b) Use of Other Employees in a Workload Related Emergency. In the event of emergency circumstances which require additional Public Safety Dispatchers, other Fire and Police personnel may be utilized provided that they are accompanied by at least two (2) Public Safety Dispatchers at all times. This condition shall exist only until such time as Public Safety Dispatcher(s) can respond to the emergency.

(c) Use of Other Employees in a Personnel Shortage Related Emergency. In the event that a Public Safety Dispatcher is incapacitated due to illness or injury and/or is unable to serve or complete his/her duty shift for any reason, and whereas another on-duty Public Safety Dispatcher is not readily available, other Fire and Police personnel may be utilized provided that another Public Safety Dispatcher or Public Safety Communications Supervisor is contacted as soon as possible for replacement. This condition shall exist

only until such time as another Public Safety Dispatcher or Public Safety Communications Supervisor can respond.

(d) Work Outside the Bargaining Unit. In the event that classifications outside of this Bargaining Unit, but in the Communications Center, require emergency assistance, assistance shall be provided to those classifications by Bargaining Unit members under the same limitations as set forth in this article, Section 26.3 (b) (c).

(e) Filling of Vacant Positions. If Communications Center position(s) are declared vacant, the employer shall make a good faith effort to conduct examinations for the vacancy within 120 days unless the position(s) are abolished by the City Council or frozen by the Appointing Authority. The time limits for examining and filling a position, if said position is not abolished by the City Council or frozen by the Appointing Authority may be extended by mutual agreement of the parties. Subject to the provisions of this section, vacancies for Public Safety Dispatcher and Public Safety Communications Supervisor shall be filled according to Section 12.2 of this agreement.

26.4 Work schedules are those hours normally assigned. Work schedule assignments shall normally be made prior to the start of the calendar year.

26.5 Work schedule assignments shall normally be by seniority within the classification. Beginning with the most senior employees, they will indicate which current work schedule assignment they prefer. Remaining schedule slots shall be filled by assignment of employees with the least seniority, excluding probationary employees. Management mandated assignments or re-assignments may become necessary as dictated by training, staffing and special project concerns. Special project concern reassignments shall be for the duration of the special project.

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

27.1 The Employer has the right to schedule bargaining unit members to work eight (8) hour, ten (10) hour or twelve

(12) hour work shifts within a twenty-four (24) hour period. The Employer has the right to schedule certain employees to work eight (8) hour, ten (10) hour or twelve (12) hour work shifts. Work schedules designed by the Employer will be consistent with the provisions of FLSA. When considering major schedule changes the management shall solicit and consider, non-binding input from the employees regarding the proposed new schedule configuration. Once a new major schedule change has been implemented that change will be reviewed at the end of the first year's operation.

27.2 Overtime. For Bargaining Unit members, overtime hours are those hours worked in excess of forty (40) hours in a regularly scheduled seven (7) day work period and all hours outside one's normally assigned shift. For the purposes of computing overtime all paid leave time shall be considered time worked. Management shall avoid involuntary assignment of overtime to employees that result in less than eight (8) hours between working assignments, excluding emergency situations and extreme manning shortage.

27.3 No Pyramiding. Nothing contained in this collective bargaining agreement shall be interpreted or enforced in such a manner as to result in the duplication, pyramiding or multiple payment (whether by fractions or otherwise) of compensation for such items as overtime involving the same hours of labor.

27.4 Meals and Break Periods Members of this Bargaining Unit will be granted meal period(s) of forty (40) minutes during their shift. On an eight (8) hour shift this will be a single meal period as close to mid shift as possible and on a twelve (12) hour shift there shall be two (2) meal periods, as close as possible to four (4) hours and again at eight (8) hours into their shift. A rest period of fifteen (15) minutes shall be allowed for each four (4) hours of working time. Rest periods shall be provided as near as possible to the midpoint of each four (4) hour work period. Meal and break periods will be provided as long as qualified personnel are available for relief and the workload existing at the time is such that the remaining personnel can provide dispatching services at no degradation to the public. Personnel on meal or break periods shall be in the immediate vicinity of the communications center (on the Law and Justice Building

grounds) and available for immediate call back to duty. On occasion, but not regularly, at the discretion of the Lead Public Safety Dispatcher or Division supervision, personnel may leave for a very short period of time during the meal period. The time off site should not exceed fifteen (15) minutes and shall count as part of the meal period.

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

27.6 Overtime hiring shall normally be offered to an off-duty employee in the same classification as that which creates the vacancy; provided the employee can be contacted in a timely manner and does not result in any additional vacancies or overtime.

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

28.1 The Union and the City recognize that health problems are caused by smoking and therefore agree to the elimination of the use of all tobacco products by everyone involved with the Public Safety Dispatching facilities in all administrative offices, buildings or facilities. Violations of these provisions shall constitute a basis for disciplinary action to be handled in accordance with normal disciplinary procedures.

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

29.1 See Appendix B

## **ARTICLE 30 - PHYSICAL FITNESS**

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

30.2 Employees in this bargaining unit shall have the option to have physical examinations scheduled by and at the expense of the City. Examinations shall be offered every 2 years beginning at the age of 40. The City shall send notification to the employee at least sixty (60) days prior to his/her birthday that the examination is due. The employee shall sign a letter stating whether he/she wishes to have the examination. The results of a medical examination, only as it relates to the ability of the employee to carryout his/her job responsibilities, shall be forwarded to the Chiefs of the Division. A copy of which will be sent to the employee.

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

## **ARTICLE 31 - DEFERRED COMPENSATION**

31.1 Each bargaining unit member shall be paid, in addition to that employee's monthly salary, deferred earned compensation each month in an amount equal to three (3%) percent of base pay to a deferred compensation account for each member of the bargaining unit.

31.2 Said deferred compensation is separate pay and is not part of the base monthly salary schedule codified in Yakima Municipal Code Pay and Compensation Ordinance, subsection 2.20.110. This provision is subject to the City's deferred compensation rules and regulations adopted by the City Council and IRS regulations, and the computation of retirement contributions and pension benefits shall be governed by applicable state law.

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

32.1 See Appendix A

## **ARTICLE 33 - PROPERTY LIABILITY**

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

## **ARTICLE 34 - MUNICIPAL CODE SECTIONS PERTAINING BARGAINING UNIT MEMBERS**

- 2.04 Group Insurance
- 2.04.010 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  
               Reinstatements of Employees  
 2.20.070      Reduction in Salary  
 2.20.080      Effect on Budget  
 2.20.085      Reimbursement for Expenditures  
 2.20.086      Reimbursed Expenditures - Amounts  
 2.20.088      Uniform Allowance - Special Assignment Pay  
 2.20.100      Classification Plan  
 2.20.110      Compensation Plan  
  
 2.22           Fire Department - Working Conditions  
 2.22.010      Work Week  
 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  
 2.22.080      Holidays  
  
 2.24           Longevity Plan  
 2.24.010      Longevity Plan - Eligibility - Restrictions  
 2.24.015      Longevity Plan - Service Recognition Award  
 2.24.020      Leave Of Absence for Service in Armed Forces  
  
 2.40           Leaves Of Absence  
 2.40.010      Eligible Employees  
 2.40.020      Vacation Leave  
 2.40.030      Sick Leave  
 2.40.040      Civil Leave  
 2.40.050      Military Leave  
 2.40.060      Leave Without Pay  
 2.40.070      Unauthorized Absence  
  
 2.44           Lobbying by City Personnel  
 2.44.030      Permitted Activities of Representatives  
 2.44.040      Payment for Services of Representative  
 2.44.050      Prohibited Expenditures  
 2.44.060      Ethical Practices and Conduct

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

### **ARTICLE 35 - ENTIRE AGREEMENT**

35.1 This collective bargaining agreement constitutes the entire agreement as negotiated between the parties and no oral statements and/or previous written agreements shall add to or supersede any of the specific provisions of this agreement.

35.2 The Administration and the Union agree to establish monthly meetings for the purpose of discussing matters considered of importance and to maintain a channel of communication. It is intended that such communication be used as a tool to prevent problems from developing and to solve problems which have surfaced.

35.3 The problem resolving meetings shall not result in any modifications to this collective bargaining agreement except by mutual written agreement by the parties.

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

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

### **ARTICLE 37 - CREATION OF NEW CLASSIFICATIONS**

37.1 The salary, hours of work and fringe benefits for all newly created classifications within the bargaining unit

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

### **ARTICLE 38 - CLASSIFICATION STUDIES**

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

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

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

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

40.1 This Agreement shall be deemed effective from and after the 1st day of January, 2007 through the 31st day of December, 2009; Provided, however, that this agreement

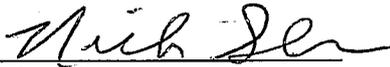
shall be subject to such periodic changes as may be voluntarily and mutually agreed upon by the parties hereto during the term thereof.

Executed by the parties hereto this 18th day of February, 2014

Recommended by:

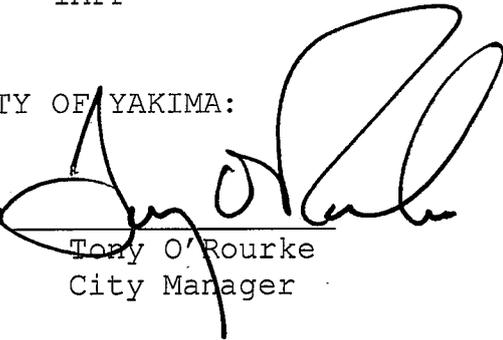
LOCAL 469, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO:

By:   
Jeremy Rodriguez  
President, Local 469  
IAFF

By:   
Nick Sloan  
Vice President, Local 469  
IAFF

By:   
Michael Wagner  
Secretary-Treasurer, Local 469  
IAFF

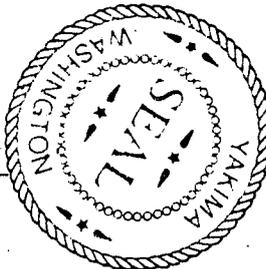
CITY OF YAKIMA:

By:   
Tony O'Rourke  
City Manager

By:   
Bob Stewart  
Acting Fire Chief

ATTEST:

By:   
Sonya Claar-Tee  
City Clerk



City Contract No. 2014-040

Council Resolution No. R2014-033

## APPENDIX A

### 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 substandard performance of employees who demonstrate an unwillingness or inability to improve.

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

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

An oral reprimand shall include all of the following:

- A meeting with the employee and his/her immediate supervisor.
- The employee is informed that this is an oral reprimand
- Oral reprimands will be documented by memo to include the date and time of the infraction, the department policy, SOP or guideline that has been violated, an action plan to correct the behavior and action necessary to avoid further discipline.
- A memo documenting receipt of the oral discipline shall be signed by the individual and the immediate supervisor. This memo is to be filed with the Deputy Chief or the Assistant Communications Manager and a copy is to be provided to the employee. Memo is not placed in employee's personnel file.

2. Written Reprimand - Any instance in which an employee is formally issued a written reprimand document for an infraction or performance deficiency by any supervisor.

Written reprimand shall include all of the following:

- A meeting with the employee, and his/her immediate supervisor
- The employee informed that this is a formal written reprimand.
- Written reprimands will be documented by a letter which shall document date and time of the infraction, the department policy, SOP, or guideline that has been violated, the previous related discipline, an action plan to correct the behavior and action necessary to avoid further discipline.
- A copy shall be maintained in employee's personnel file and given to the employee

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

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

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

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

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

- Provide the employee with a pre-disciplinary letter that schedules the "Loudermill" meeting with the employee.
- The pre-disciplinary letter shall inform the employee of the alleged policy, SOP, or guideline violation, including time and date. Include previous related discipline and violations and anticipated level of discipline.

- A discipline letter will be issued that informs the employee of the effective date of the discharge and appeal process.
- The employee will be given the original disciplinary letter and a written copy of the pre-disciplinary and disciplinary letters will be maintained in the employee's personnel file.

## **B. Progressive Disciplinary Process**

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

All oral reprimands shall be placed on file in the Deputy Chief or Assistant Communications Managers office. Oral reprimands are not to be placed into the employee's personnel file and shall be removed from the Deputy Chief or Assistant Communications Managers file upon request of the employee after two years.

Written and suspension documentation shall be placed in the employee's personnel file. Time begins the day the documents are filed into the employee's personnel file. The documentation shall be removed upon request of the employee after two years.

Consistent with the Fire Civil Service Rules and Regulations, an employee disciplined under this policy may file with the Civil Service Commission a written request for a hearing, within 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 Infractions** - Any violation that does not compromise safety, efficiency, or the ability to properly respond to or process an emergency call. Violations of this type may rise to the level of an oral or written reprimand. Multiple violations may rise to the level of termination.

Examples but not limited to:

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

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

Examples but not limited to:

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

**Intolerable Infractions** - Any action that endangers the safety, health, or well-being of another person. The act is of sufficient magnitude that the consequences cause disruption of work or gross discredit to the Department or

City of Yakima. Violations of this type may rise to the level of immediate termination.

Examples but not limited to:

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

#### **D. Probationary Employees:**

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

#### **E. Training:**

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

## APPENDIX B - Drug Testing Policy

### **YAKIMA COMMUNICATIONS CENTER DRUG TESTING POLICY**

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

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

To further the goal of a drug free work place, the Yakima Communications Division believes that the following on-duty alcohol and drug testing programs are an effective way to assure employee fitness for duty and to protect employees and the public from the risks posed by employee use of alcohol and drugs. Accordingly, the Division hereby implements the following "random", "post accident", and "return to duty" alcohol and drug-testing program. This policy is in addition to the City of Yakima Substance Abuse Policy, which provides for "reasonable suspicion" testing.

The parties agree to re-open this Appendix following the conclusion of bargaining between the City and the IAFF LEOFF bargaining unit if modification to this Appendix is necessary to maintain a uniform policy applicable to all IAFF members.

#### **A. Applicability**

This policy applies to all members of the Yakima Communications Division covered under this collective bargaining agreement.

#### **B. Definitions**

For purposes of this policy, and unless indicated otherwise, the following terms shall be defined as follows:

1. Accident. Accident means an occurrence associated with the operation of a vehicle if, as a result:

- An individual dies;
- An individual suffers bodily injury; or
- There is damage to property.

2. Alcohol. Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, and/or other low molecular weight alcohol including methyl and isopropyl alcohol.

3. Alcohol Concentration/Content. Alcohol concentration/content means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

4. Alcohol Test. An alcohol test is a test conducted by a Breath Alcohol Technician, or any other person trained in the Department of Transportation rules, using an Evidential Breath Testing Device (EBT) to measure the amount of alcohol concentration in a volume of breath.

5. Breath Alcohol Technician. A Breath Alcohol Technician (BAT) is an individual who instructs and assists individuals in the alcohol testing process and operates EBT devices.

6. Confirmation Test. A confirmation test means a second analytical procedure to identify the presence of a specific controlled substance or controlled substance metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy.

7. Controlled Substance. Controlled substances are those substances whose dissemination is regulated by law, including but not limited to narcotics, depressants, stimulants, hallucinogens, and cannabis. For the purpose of this policy, substances that require a prescription or other written approval from a licensed health care provider or dentist for their use shall also be included when used other than as prescribed. The drugs and/or their metabolites that are included in these categories are as

follows: marijuana, cocaine, opium or opiates, barbiturates, amphetamines or methamphetamines, and phencyclidine.

8. Controlled Substance Test. A method for determining the presence of controlled substances in a urine sample using a scientifically reliable method performed in accordance with procedures specified in 49 CFR part 40, as amended.

9. Failing a Controlled Substance or Alcohol Test. Failing a controlled substance or alcohol test means that the controlled substance or alcohol test showed positive evidence of the presence of a controlled substance or alcohol in an employee's system that is at or above a determined threshold level. This determination shall be made by the City MRO under the same standards as passing a substance test. Failing a substance test shall be referred to as "testing positive." Employees who refuse to take a substance test when requested to do so shall be considered to have failed the substance test.

10. Evidential Breath Test Device. An Evidential Breath Testing Device (EBT) is a device approved by the National Highway Traffic Safety Administration (NHTSA) and placed on the NHTSA's Conforming Products List (CPL) and is used for the testing of breath for the presence of alcohol.

11. Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the City's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

12. On-duty. For purposes of this policy, on-duty includes meal and break periods during the workday and time during which an employee is on paid administrative leave.

13. Passing a Controlled Substance Test. An individual passes a controlled substance test when an MRO determines, in accordance with 49 CFR Part 40, that the results of the test:

- Showed no evidence of a controlled substance or controlled substance metabolite;
- Showed evidence of a controlled substance or controlled substance metabolite for which the employee has a prescription; or
- Showed evidence of a controlled substance or controlled substance metabolite below a determined threshold level.

Passing a controlled substance test shall be referred to as "testing negative."

14. Passing an Alcohol Test. Passing an alcohol test means that the alcohol test result shows an alcohol concentration of less than 0.02. Passing an alcohol test shall be referred to as "testing negative".

15. Refusal to Submit. An employee "refuses to submit" to an alcohol or controlled substances test when the employee fails to provide adequate urine for testing without a valid medical explanation, the employee engages in conduct that obstructs the testing process, or the employee does not cooperate fully in the collection process. Examples of refusal to submit include the following:

- Failure to appear for a test.
- Failure to remain at the testing site until the testing process is completed.
- In the case of a directly observed or monitored specimen collection, failure to permit the monitoring of the provision of a specimen.
- Failure to provide a sufficient amount of urine when directed and it has been determined through a required medical evaluation that there was no adequate medical explanation for the failure.
- Failure to take a second test as directed by the collector.
- Tampering with a urine sample.
- Failure to complete all required forms and documents.

16. Screening Test. For alcohol testing, a screening test is an analytical procedure using an EBT to detect if an employee has a prohibited concentration of alcohol in his/her system.

For controlled substances testing, a screening test means an immunoassay screen (or other Department of Health and Human Services (DHHS)-approved test) utilized to eliminate "negative" urine specimens from further consideration.

17. Substance Abuse Professional. A substance abuse professional (SAP) is a licensed physician (medical doctor or doctor of osteopathy) or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

### **C. Prohibited Activities**

1. No employee shall report for duty or remain on duty while having an alcohol concentration of 0.02 or greater.

2. No employee shall report for duty or remain on duty while unable to perform his or her job safely and effectively and/or while impaired by a controlled substance.

3. No employee shall report for duty or remain on-duty if the employee tests positive for a controlled substance.

4. No employee shall refuse to submit to a post-accident, random, return-to-duty, or follow up alcohol and controlled substances testing.

5. No employee shall consume or possess alcohol in the workplace (including City vehicles) and/or while on duty.

6. No employee shall illegally manufacture, distribute, dispense, possess, or use any controlled substance in the workplace (including City vehicles) and/or while on-duty.

7. Supervisors shall give employees the opportunity to acknowledge the use of alcohol at the time he/she is called to report for duty. The employee will be required to take an alcohol test if he/she acknowledges the use of alcohol at the time he/she reports for duty but claims the ability to drive and/or perform safety-sensitive functions.

#### **D. Random Testing**

Employees covered hereunder are subject to random controlled substances testing in accordance with the following:

1. Twenty-five percent of the average number of covered employees shall undergo random alcohol and controlled substances testing in each calendar year.
2. Random testing shall occur while an employee is on-duty. If an employee is off-duty when he/she is selected for random testing, the employee will be tested upon return to duty.
3. The selection of employees for random testing shall be made by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with employees' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. Under the selection process used, each covered employee shall have an equal chance of being tested each time selections are made.
4. Random alcohol and controlled substances tests shall be unannounced and the times and dates for administering such random tests shall be spread reasonably throughout the calendar year.
5. Employees who are notified of selection for random controlled substances testing shall be immediately transported to the test site by a Supervisor.

#### **E. Post-Accident Testing**

Employees covered hereunder are subject to post-accident alcohol and controlled substances testing in accordance with the following:

1. As soon as practicable following an accident, each employee who was in physical control of a vehicle involved in the accident shall be tested for alcohol and controlled substances.

2. If a post-accident controlled substances test is not administered within 32 hours of the accident, the supervisor shall cease attempts to have the controlled substances test administered and prepare and maintain on file a record stating the reasons the test was not done within said 32 hours.

3. If a post-accident alcohol test is not administered within 2 hours following an accident, the supervisor shall prepare and maintain on file a record stating the reasons the test was not properly administered. If a post-accident alcohol test is not administered within 8 hours after the accident, the supervisor shall cease attempts to have the alcohol test administered and shall prepare and maintain on file a record stating the reasons the test was not done within said 8 hours.

4. An employee subject to post-accident testing shall remain readily available for such testing, including notifying his/her supervisor of his/her location if he/she leaves the accident scene. An employee who fails to do so shall be deemed to have refused to submit to testing. Nothing herein shall be construed to require the delay of necessary medical attention for the injured or to prohibit an employee from leaving the accident scene for the time period required to obtain emergency assistance.

#### **F. Return-to-Duty Testing**

An employee who has engaged in and/or violated the alcohol and controlled substances prohibitions of this policy shall not be allowed to return to duty until that employee has complied with the following:

- The employee has been evaluated by a SAP who shall determine what assistance the employee needs in resolving problems associated with alcohol misuse and/or controlled substances use; and
- The employee has complied with and remains in compliance with any and all SAP recommended conditions of return to duty including rehabilitation and/or treatment programs; and

- The employee has executed all necessary releases to permit the City to confirm his or her compliance with all conditions of return to duty; and
- The employee tests negative for an alcohol and controlled substances return-to-duty test.

Employees may use accrued vacation, holiday, compensatory time, sick leave or trades, or may request unpaid administrative leave in accordance with city policies while participating in a SAP evaluation and while complying with any rehabilitation or treatment programs.

#### **G. Follow-Up Testing**

Upon successful return to work, an employee will be subject to follow-up testing for alcohol and controlled substances. The SAP shall determine the frequency and duration of follow-up testing, but such shall consist of at least twenty four (24) unannounced tests in the first forty-eight months (48) months following the employee's return to duty. After that period of time, the SAP may recommend additional follow-up testing or termination of follow-up testing. Follow-up testing shall not go beyond sixty (60) months after the employee's return to duty. Refusal to submit to return-to-duty testing or a follow-up test will be considered grounds for discharge from employment.

#### **H. Rehabilitation and Counseling**

The Department recognizes that alcoholism and controlled substance dependence are treatable diseases. Therefore, the Department promotes voluntary rehabilitation programs to encourage employees to seek professional assistance, without fear of discipline, prior to testing positive for alcohol or drugs. Toward this end, the Department's philosophy on substance abuse is to emphasize prevention, provide education and training to employees to clarify this policy, and assist employees in recognizing substance abuse problems and finding solutions to those problems.

The Department offers employees the use of counseling and rehabilitative services pursuant to coverage limitations and in accordance with the terms of its benefits programs.

A voluntary request by an employee for assistance with an alcohol and/or controlled substance dependency will remain as confidential as possible and will not be used, in itself, as a basis for disciplinary action. Employees are personally responsible for seeking treatment for substance dependency and are responsible for all costs not covered by insurance.

Paid leave shall be granted for appointments with the City's Employee Assistance Program (EAP) provider with prior approval by the employee's supervisor, for up to 3 visits per year. The costs of the visits with the EAP shall be borne by the City. The EAP counselor may contact the Department for authorization for additional paid time off. The employee may also use any available accumulated leave in accordance with city leave policies in order to participate in extended counseling and/or rehabilitation.

#### **I. Prescription Drug Use**

The appropriate use of legally prescribed drugs and non-prescription medication is not prohibited. It is, however, the employee's responsibility to inform health care professionals of the employee's job duties and determine whether or not a prescribed drug may impair his or her job performance or mental or motor function. Employees must remove themselves from service if they are unfit for duty.

Employees are required to report the use of medically authorized drugs or other substances that may create a direct threat by impairing job performance of safety-sensitive functions to his/her supervisor and provide written medical authorization to work from a physician. Failure to report the use of such drugs or failure to provide proper evidence of medical authorization may result in disciplinary action.

#### **J. Additional Employee Rights and Responsibilities**

1. An employee who wishes to challenge a positive controlled substances test must do so within 72 hours of notification of the positive result. The employee must notify the MRO that he/she wishes to challenge the test result. The split-specimen must be processed at a different Department of Health and Human Services-certified

laboratory. The employee will be solely responsible for costs necessary for the re-test.

2. An employee required hereunder to undergo post-accident alcohol and controlled substance testing while off-duty shall be put on paid administrative leave for the time period necessary for conducting said testing.

4. The City reserves the right to search, without employee consent, all City owned property, and any property or area jointly or fully controlled by the City when reasonable suspicion exists to believe the search will reveal evidence of a violation of this policy.

5. In accordance with the Drug Free Workplace Act of 1988, an employee who is convicted of any criminal drug statute for a violation in the workplace shall notify the City Human Resource Manager no later than 5 days after such conviction.

6. Employees who observe or have knowledge of another employee in a condition that impairs the other employee's ability to perform job duties or poses a health or safety risk shall promptly report the matter to an immediate supervisor.

#### **K. Disciplinary Action**

The following actions are subject to disciplinary action, up to and including termination:

- A positive alcohol and/or controlled substance test.
- Refusal to submit to an alcohol and/or controlled substance test.
- Disclosure of the identity of a firefighter selected for random testing or the fact that a random selection is scheduled to take place prior to the test.
- Failure to complete a counseling, treatment, or rehabilitation program recommended by the SAP.
- The consumption or possession of alcohol in the workplace (including City vehicles) and/or while on duty.
- The illegal possession, manufacture, use, distribution, or sale of any controlled substance, drug paraphernalia, or other prohibited substance in

the workplace (including City vehicles) and/or while on-duty.

- Any other violation of this policy.

If a communications division employee fails an alcohol and/or controlled substance test for the first time, the Chiefs will engage in a good faith effort to offer the employee the opportunity to return to duty under certain conditions including, but not limited to, return-to-duty testing, follow-up testing, an appropriate rehabilitation program, and discipline less than termination, provided however, that the City retains the ability to terminate an employee in the case of aggravating circumstances.

A communications division employee who fails an alcohol and/or controlled substance test for the second time during his/her career shall be terminated.

#### **L. Collection and Testing Procedures**

Controlled substance testing shall comply with 49 CFR Part 40, procedures designed to ensure the accuracy and integrity of the test results and include screening tests, confirmation tests, chain of custody safeguards, and appropriate privacy and confidentiality protections.

Alcohol testing will be performed by a trained breath alcohol technician (BAT) utilizing an evidential breath testing device (EBT). Testing will take place at a site designated by the City. The BAT will inform the employee of the EBT results at the time of testing. If the screening test shows an alcohol concentration of 0.02 or greater, a breath confirmation test will be conducted after 15 minutes of the screening test and before 30 minutes. If the confirmation test shows an alcohol concentration of 0.02 or greater, the BAT will show the employee the printed test results and shall notify the Fire Chief of the test results.

Controlled substance testing will be performed by split-specimen urinalysis at a test laboratory certified by the U.S. Department of Health & Human Services ("DHHS"). The test involves an initial screening performed by the enzyme multiplied immunoassay test ("EMIT"). Any positive test is then confirmed by a second test of the same sample by Gas Chromatography/Mass Spectrometry ("GC/MS"). Prescription

information will not be requested from an employee prior to laboratory testing. The City's designated MRO shall receive and interpret test results and report them to the City. Laboratory analysis of urine specimens shall be restricted to those tests authorized by this policy to detect drug use. They shall not be used for other purposes such as the analysis of physiological states or diseases.

The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these drugs or classes of drugs.

	Initial test cutoff levels (ng/ml)
Alcohol .02g/210 ml expired air	
Marijuana metabolites	50
Cocaine metabolites	300
Opiate metabolites (1)	2000*
Phencyclidine (PCP)	25
Amphetamines	1000

\* 15 ng/ml if immunoassay specific for free morphine

All specimens identified as positive on the initial test shall be confirmed at the cutoff levels listed below for each drug.

	Confirmation test cutoff levels (ng/ml)
Alcohol .02g/210 ml expired air	
Marijuana metabolites	15
Cocaine metabolites	150
Opiates:	
Morphine	300
Codeine	300
6-acetylmorphine	10
Phencyclidine	25
Amphetamines	
Amphetamine	500
Methamphetamine	500

Prior to reporting a positive test result, the MRO shall give the employee an opportunity to discuss the test result, including providing verification of any

prescription medications. If the employee meets with the MRO and fails to present information affecting the test result, or if the employee refuses to meet with the MRO, the MRO will verify a positive test result and will inform the City Human Resources Manager and Fire and/or Police Chief on a confidential basis that the employee tested positive. The MRO will also inform the employee at the time the test result is verified that he or she may request a "re-test" at their own expense within 72 hours.

#### **M. Confidentiality**

All records relating to controlled substance test results performed pursuant to this policy shall be maintained in a secure location with controlled access. Except as required by law or authorized by the employee, the City shall not release such records. Test results obtained pursuant to this policy shall not be used as the basis for criminal investigation.

The city shall make one legible copy of the results of his/her drug and/or alcohol tests available to the employee upon request.

#### **N. Communication and Education**

Communicating this policy to employees is important to its success. Therefore, all new and covered employees shall receive:

- One written copy of this policy prior to its implementation.
- A brochure describing the City's EAP and any additional drug and alcohol referral services.
- Information concerning the impact of the use of alcohol and drugs on job performance.
- Education on how the tests are conducted, what the test can determine and the consequences of testing positive for drug or alcohol use.

No employee shall be tested before this information is provided to him/her.

#### **O. Savings Clause**

It is understood that all provisions of this policy are subject to applicable federal, state, and local laws, and if any provision of any section of this policy is held or found to be in conflict therewith, said provision shall be void. However, such invalidity shall not affect the remainder of this policy, which will remain in full force and effect.

**P. Other**

This policy as it applies to random and post accident drug testing was initiated at the request of the city and the city shall assume sole responsibility for its administration. The Union does not stipulate that the random drug testing provisions of this policy are lawful and the city agrees to indemnify and hold the union and its officers harmless from any and all claims of any nature (except those arising from the negligence of the union and/or its officers) where the legality or constitutionality of this policy as it applies to random or post accident drug testing is at issue. This indemnification provision does not extend to claims that the union or anyone acting on its behalf improperly or negligently advised, represented, or performed services for an employee, disciplinary proceedings arising from violations of the policy, or any other right or liability of an employee related to this policy.