

2022 - 2025

**LEOFF COLLECTIVE BARGAINING
AGREEMENT**

By and Between

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

AND

THE CITY OF YAKIMA, WASHINGTON

**EFFECTIVE:
January 1, 2022 through December 31, 2025**

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COLLECTIVE BARGAINING AGREEMENT

By and Between

THE CITY OF YAKIMA, WASHINGTON

And

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

This Agreement, made and entered into this First day of January 2022, by and between the City of Yakima, Washington, hereinafter called the "City", and Local 469, International Association of Firefighters, AFL-CIO, hereinafter called the "Union".

GENERAL PROVISIONS

ARTICLE 1 – UNION RECOGNITION AND BARGAINING UNIT

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

ARTICLE 2 – UNION SECURITY

- 2.1 Each employee in the Fire Department may become or remain a member of the Union. Said membership shall become optional upon successful completion of one (1) year period of service with the Fire Department and in accordance with provisions of the Public Employee Collective Bargaining Act, R.C.W. 41.56. Nothing herein shall preclude membership in the Union of any employee who so requests prior to completion of one (1) year of service.
- 2.2 The Union will be given four (4) hours to provide Union education to new employees within their first month of employment. Attendance by employee is optional. The education is designed to give the employee a more complete explanation of all of the benefits of Union membership.

ARTICLE 3 – PAYROLL DEDUCTIONS

- 3.1 The City agrees to deduct uniformly required Union membership fees, dues and other assessments from the pay of those members who authorize the City to do so; such authorization shall be in writing and signed by each person authorizing

such deductions and filed with the City. The Secretary of the Union shall notify the Finance Officer of the City of Yakima of amounts to be deducted from the pay of each such person. The City shall transmit to the Treasurer of the Union the aggregate of such deductions, together with an itemized statement, on or before the 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, causes of deductions to the Union.

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

ARTICLE 4 – MANAGEMENT RIGHTS

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

- (e) The right to assign incidental duties reasonably connected with but not necessarily enumerated in job descriptions, shall nevertheless be performed by employees when requested to do so by the Employer.
- (f) The right to take whatever actions the Employer deems necessary to carry out services in an emergency.

ARTICLE 5 – EMPLOYEE RIGHTS

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

ARTICLE 6 – PRODUCTIVITY

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

ARTICLE 7 – EQUAL OPPORTUNITY CLAUSE

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

ARTICLE 8 – PROPERTY LIABILITY

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

ARTICLE 9 – GRIEVANCE PROCEDURE

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

9.2 Definitions.

- (a) A grievance is a dispute involving the interpretation, application, or alleged violation of any provision of this collective bargaining agreement.
- (b) A "working day" shall be any day except Saturday, Sunday, and any observed staff holiday.

9.3 Special Provision.

- (a) To be reviewable under this procedure, a grievance must be filed in writing within sixty (60) calendar days after the action or decision giving rise to the grievance.
- (b) A Union representative and/or aggrieved party shall be granted time off without loss of pay for the purpose of processing a grievance as provided above.
- (c) A grievance may be entertained in or advanced to any step in the grievance procedure if the parties so jointly agree.
- (d) 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.

- (e) 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.

9.4 Process.

- (a) Step 1: The Union Grievance Committee- Upon receiving a written statement from any source asserting a matter or situation exists, which is claimed to constitute a grievance, shall determine whether or not, in its opinion a grievance does exist. If, in the opinion of the committee, no grievance exists, no further action shall be taken. If, in the opinion of the committee, a grievance does exist, then the committee shall, with or without the member or members who asserted the grievance, present the grievance in writing to the chief or his designee for resolution. The claim of grievance shall specify the article of this agreement or past practice, violation or application of which is claimed. The grievance must also be presented to the chief or his designee within sixty (60) calendar days after the action or decision giving rise to the grievance
- (b) Step 2 – Grievance Appealed To Fire Chief - The Fire Chief shall forward a written decision to the Union Grievance Committee within twenty (20) calendar days from the receipt of the grievance.
- (c) Step 3 - Grievance Appealed To City Manager – If the Union Grievance Committee is dissatisfied with the decision of the Chief of the Department, the Committee may within twenty (20) calendar days request a review by the City Manager. The City Manager shall forward a written decision to the Committee within twenty (20) calendar days from the receipt of the grievance.
- (d) Step 4 - Grievance Appealed To Arbitration – A grievance which is not resolved may be appealed to arbitration. If Union Grievance Committee desires to submit the grievance to arbitration as the final step in the grievance process, they shall notify the City Manager in writing within

twenty (20) calendar days of the date the City Manager issues his/her decision as described in Section 9.4(b). Either party may invoke arbitration upon submission of a request for same, which identifies the previously filed grievance and sets forth the issues(s), which the moving party seeks to have arbitrated.

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

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

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

ARTICLE 10 – RELEASE FROM DUTY

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

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

ARTICLE 11 – COLLECTIVE BARGAINING COMMITTEES

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

ARTICLE 12 – COLLECTIVE BARGAINING PROCEDURE

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

ARTICLE 13 – SAFETY

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

- 13.5 The City and the Union agree to implement an exposure reporting system for LEOFF members. The Personal Injury, Illness, and Exposure (PIIERS) Reporting System will be the system used for tracking on duty exposures. It will be the responsibility of the Union to register its members and provide training at no cost to the City.

ARTICLE 14—PROMOTIONAL STANDARDS FOR LEOFF CLASSIFICATIONS

For the term of this agreement the MOU dated April 9, 2018 (Appendix B) shall be an option available for the promotional testing process.

14.1 Fire Lieutenant and Fire Captain Recruitment and Selection Process.

- (a) The recruitment and selection process for the classifications of Fire Lieutenant and Fire Captain is defined below. All promotions to Fire Lieutenant and Fire Captain positions within the bargaining unit shall be made solely on merit, efficiency and fitness ascertained by open competitive examination among bargaining unit personnel. Examinations shall fairly, objectively and comprehensively test for qualifications for the position. A description of the subject matter to be covered by each examination and the sign-up notification shall be provided to the Union and posted conspicuously not less than 60 calendar days prior to the examination. The sign-up period shall be for 60 calendar days prior to the closing of the recruitment. Current text and reference materials that are relevant and agreed to by the Employer and the Union may be used for study purposes and will be provided by the Employer. They will be made available to those employees who wish to prepare for an examination. An initial joint inventory of the materials will be accomplished as soon as reasonably possible by staff and Union representatives prior to each examination in order to assure material availability. However, after a joint inventory is concluded, should any reference materials be missing from the stations then it shall be the joint responsibility of the Union and the Fire Department to replace those missing materials.
- (b) Examinations shall be administered by the Chief Examiner or designee of the Yakima Fire Civil Service Commission. For the ranks of Lieutenant and Captain each examination shall have a written portion (consisting of a multiple choice test taken from IFSTA manuals and a written communications exercise i.e. business letter, memo, SOP, etc.) that shall constitute fifty percent (50%) of the total score and an oral portion (that will, for Lieutenants consist of an emergency incident problem and an oral board interview and for Captains will consist of a practical exercise and an oral board interview) that shall constitute fifty percent (50%) of the score.

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

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

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

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

- (A) If a problem/equipment failure occurs during an examination that is beyond the control of the applicant, the applicant must notify the Chief Examiner/or designee immediately. The Chief Examiner/or designee will note how much testing time the applicant has remaining. The Chief Examiner/or designee will document how long it takes to correct the problem/equipment failure. The applicant will be given the additional documented time to complete the examination as soon as the problem/failure has been corrected. The applicant shall not work on the examination during the time the problem/failure is being corrected.
- (B) In case of a problem/equipment failure, the applicant has the right to appeal to the Chief Examiner or designee for additional time or if other remedies should be made. This appeal must be made in writing, and must state they are appealing. The appeal must give the applicant's specific desired remedies, and must be filed with the Chief Examiner/or designee immediately after the problem/equipment failure has occurred. No scores will be given to applicants until all appeals are resolved.

(2) Procedure of Appeals during Examination

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

(e) Promotional Eligibility

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

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

Filling a Vacancy

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

- (B) If there is only one candidate remaining on the register in effect on the date of the vacancy, then for purposes of filling the vacancy, the remaining candidate shall be deemed the top scoring candidate on the next register and shall serve in the position in an acting capacity until the employer fills the vacancy.
- (C) Further, in the event that a decision is made by the appointing authority not to fill and/or eliminate a vacancy (as noted in 14.2(f)(1) above) then at such time as the position is re-authorized the register in effect at the time the personnel decision was made by the appointing authority shall be reactivated, and the highest ranking candidate on the register at the time the vacancy occurred shall be eligible to be appointed to the reauthorized position.
- (D) In the event a decision is made by the appointing authority to delay filling a promotional vacancy for reasons of disciplinary investigation or action, members(s) of lower rank(s) who would have been otherwise promoted at the time the vacancy occurred shall remain eligible for promotion until such time as the investigation is concluded and/or action is taken and the initial vacancy filled.

14.2 Community Risk Reduction Captain, Training Captain and Training Lieutenant Recruitment and Selection Process.

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

Training Captain and/or Community Risk Reduction Captain: The Chief shall select a candidate to fill the Training Captain and/or Community Risk

Reduction Captain position from a pool of at least 4 individuals consisting of:

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

The Chief will have a minimum of four (4) names using any combination of the above 3 steps, however, Step 3 will only be used to the extent needed to reach the four (4) person minimum. Captains may be reappointed to the position if circumstances dictate and only once every four (4) years. When an individual is selected from the Captains' promotional list, it will be a permanent Captain's promotion.

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

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

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

- (e) Probationary Period: The probationary period for the classifications of Community Risk Reduction Captain, Training Captain and Training Lieutenant shall be considered complete after twelve months of satisfactory service. In the event an employee does not complete probation for any reason, the employee shall be returned to their previously held classification.
- (f) Vacating Promotion: Any appointment to Public Education Captain, Training Captain and Training Lieutenant may be vacated at any time due to a voluntary demotion to the position from which the employee was promoted or due to a promotion to another position within the Fire Department.
- (g) Base Pay and Step Pay Increases:
- (1) The base pay for the Community Risk Reduction Captain and the Fire Training Captain shall equal Pay Code 506.
 - (2) The base pay for the Fire Training Lieutenant shall equal Pay Code 527.

- (3) When individuals are placed into the above-mentioned positions, they will be placed in the same pay step as they previously held. This is meant to equal a pay increase of approximately 10% over the shift position pay.
- (4) Individuals promoting from Shift Lt. to Training Captain will be promoted to the position of Captain prior to the Training assignment.
- (5) Individuals transferring from one day position to another day position of the same pay code will not realize a 10% pay increase.

14.3 Assistant Fire Marshal Recruitment and Selection Process.

- (a) The recruitment and selection process for the classification of Assistant Fire Marshal is defined below.
- (b) Eligibility Requirements: Applicants for Assistant Fire Marshal shall possess a minimum of five (5) years of service with the Yakima Fire Department as a career Firefighter.

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

- (c) Job Announcement: The job announcement shall indicate the date of the oral board and shall provide 30 days advanced notice of the oral board.
- (d) Application Process: Applicants will submit a letter of interest, resume and certificates to the Fire Chief for the positions of Assistant Fire Marshal. The letter of interest, resume and certificates shall demonstrate the relevant knowledge, skills and abilities of the position applied for.
- (e) Oral Board Composition: The oral board will consist of three (3) members. Two (2) members of the oral board shall be selected by the Fire Chief and one (1) shall be selected by Local 469.

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

- (f) Oral Interview Process: The oral board shall be provided copies of each applicant's letter of interest, resume, and certificates. Additionally, the oral board will be provided oral interview questions and rating factors for each classification tested. The interview questions, rating factors, and weights of the rating factors shall be prepared by the Fire Chief and Chief Examiner.
- (g) Scoring of Oral Interviews: The oral board will score individual candidates based upon their letter of interest, resume, and certificates as well as their responses to the oral interview questions. Candidates must achieve an overall passing score of 70%. Candidates who receive an overall score of 70% will then be ranked numerically on the register based on their interview process score.
- (h) Maintenance of the Register: The register shall be created and maintained by the Chief Examiner. The register shall be valid for two years or until exhausted. The register may be considered exhausted when one (1) or less candidates are available for certification for promotion.
- (i) Selection Process: For the classification of Assistant Fire Marshal the rule of three shall apply. The Chief Examiner shall certify to the Fire Chief the names of the three (3) top scoring candidates. If less than three names constitute the register, those names shall be certified to the Fire Chief. In the event there are less than two (2) candidates who are willing to accept the position, the Fire Chief may open the recruitment to the general public.
- (j) Probationary Period: The probationary period for the classification of Assistant Fire Marshal shall be considered complete after twelve (12) months of satisfactory service. In the event an employee does not complete probation for any reason, the employee shall be returned to their previously held classification.
- (k) Vacating Promotion: Any appointment to Assistant Fire Marshal may be vacated, at any time, due to a voluntary demotion to the position from which the employee was promoted or due to a promotion to another position within the Fire Department.

14.4 Fire Department Shift Commander Recruitment and Selection Process.

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

- (b) Promotional Eligibility

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

1. Shift Commander: Five (5) years of cumulative service with the Yakima Fire Department as a Lieutenant or Captain and completion of probation as a Captain are required to be eligible to test for Shift Commander.
2. Candidates for Shift Commander must have also completed the Commander Academy portion of the Shift Commander Task Book prior to being eligible to act as Shift Commander or promote to the position of Shift Commander. Classes required in the task book shall be paid for by the department.
3. The Shift Commander Task Book shall be incorporated into this agreement and is attached hereunto as Appendix C.

ARTICLE 15 – REFRESHMENT FUNDS

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

ARTICLE 16 – FIRE DEPARTMENT RESERVES

- 16.1 The reservists are volunteers who are reimbursed pursuant to Section 1.44.180 (F) of the City of Yakima Municipal Code.
- 16.2 The purpose of the reserves is to augment and support total manpower, not replace bargaining unit personnel.
- 16.3 Makeup of the Reserves. Reservists will be of two (2) types:
- (a) Non-Combat Reserves. This group provides assistance to the suppression force through incident scene firefighter rehab, breathing air resources and other supporting functions. They also conduct public education, public service and other associated activities. This group will not have the training qualifications or equipment to operate within the Hot Zone.
 - (b) Combat Reserves. Through initial and ongoing training standards, this group will be qualified and equipped to work within the Hot Zone in order to conduct firefighting, incident mitigation and supporting activities. This group may also conduct those supporting functions associated with Non-Combat Reserves as appropriate. Applicants for the Combat Reserve group must meet the following minimum requirements:

- (1) Must complete an application for Volunteer Reserve Firefighter Program;
 - (2) Must be a high school graduate or equivalent;
 - (3) Must be 18 years of age at time of appointment;
 - (4) Must pass a written exam in basic knowledge, or have passed the latest Yakima Fire Department Civil Service Entrance Exam;
 - (5) Must pass the Yakima Fire Department Physical Agility Examination (Combat Test w/o face piece in under 7 minutes);
 - (6) Must pass an extensive physical examination by a physician selected by the City of Yakima;
 - (7) Must possess and maintain a valid Washington State Driver's License;
 - (8) Must successfully pass an extensive background check reviewed by Staff and Chief of the Department;
 - (9) Must pass an oral interview.
- (c) Standards:
Once a Reserve candidate has satisfactorily satisfied the minimum requirements for entry level then he/she must accomplish the following before being assigned to respond on any piece of apparatus:
- (1) Must successfully complete the existing basic training academy for Combat Reserves (a minimum of 40 hours).
 - (2) Must complete Basic First Aid class.
 - (3) Must satisfactorily complete a basic competency test consisting of:
 - (A) Demonstrate donning and wearing of protective clothing.
 - (B) Demonstrate proper technique of taking a hydrant.
 - (C) Don and place into service a SCBA.
 - (D) Shoulder load a 1 3/4" preconnect and demonstrate proper operation with water flowing.
 - (E) Demonstrate a basic knowledge of equipment location on assigned apparatus.
- (d) Once a Combat Reserve Firefighter has successfully completed the basic training academy and satisfied the competency test, they will be authorized to participate in emergency and non-emergency responses. During the following twelve (12) months, the Combat Reserve shall:
- (1) Train to the IFSAC Firefighter I Standard and complete IFSTA Firefighter I Program with passing score of 70%.
 - (2) Complete driver training course and apparatus competency testing program as established for Engines, Brush Trucks, Tenders, and other Support Vehicles.
 - (3) Successfully complete and pass the E.V.I.P. course.
 - (4) Combat Reserves shall undergo quarterly evaluations administered by the chief or designee, and in coordination with the Training Division.

- (e) At the completion of the first year, a performance evaluation will be conducted, with a satisfactory rating required. During the second twelve (12) month period, Combat Reserves shall:
 - (1) Train to the IFSAC Firefighter II Standard and complete IFSTA Firefighter II Program with a passing score of 70%.
- (f) Reserves shall meet the following applicable standards:
 - (1) Participate in weekly drills and maintain an overall drill attendance of at least 50% per quarter. (Combat and Non-Combat).
 - (2) Participate in annual physical fitness testing consistent with the program utilized by the career staff. (Combat)
 - (3) Participate in a minimum of two (2) ride-outs per month. Ride-outs shall be scheduled the previous month with the exception of extenuating circumstances. (Combat)
 - (4) Maintain E.V.I.P. certification. (Combat and Non-Combat)
 - (5) Maintain Basic First Aid card (or a higher level of EMS training). (Combat)
 - (6) Maintain an annual performance evaluation with an overall rating of "Meets Expectations" or greater. (Combat and Non-Combat)
 - (7) Combat Reserves shall be assigned to the designated reserve station.

16.4 Organization of the Reserves.

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

16.5 Chain of Command.

During fire department operations, reserve fire fighters report to career officers or career acting officers.

16.6 Training Requirements.

- (a) Career firefighting personnel will be used to train reserves.
- (b) Shift career personnel assigned to training reserves shall have reasonable notice of scheduled training.
- (c) Regularly scheduled training sessions shall be scheduled in advance through the training division or duty shift commander. Training outside

regular hours shall be limited to one evening a month for each crew between 7 PM and 9 PM. Crews scheduled to assist with training that evening will be allowed to break their normal duty day at 1430 hours to allow for meals, prep time and rest, prior to the evening drill.

- (d) Training resources shall include IFSTA publications and other curriculum utilized by career staff.
 - (e) All new reserve recruits shall complete a minimum of 40 hours of basic training and pass a competency test before being allowed to respond to emergency incidents.
- 16.7 Enforcement of this article is limited to the Union acting on behalf of bargaining unit employees, and not on behalf of Reserves.
- 16.8 Reserve Response. Reserves would respond to alarms in three scenarios:
- (a) During ride-outs as the 4th or 5th person on a career apparatus.
 - (b) Upon page-out for a working incident reserves will be assigned to career crew as a 4th or 5th person.
 - (c) In a non-combat capacity on air support or rehab units.
- 16.9 Preference Points:
Any Combat Reserve in good standing that meets all of the department standards for Reserves will be given a one percent preference point for each of their first three years, with a maximum preference of 3%. That 3 % will be added to the applicant's score after successful completion of the written and strength and agility portion of the test. If the Reserve member obtains a Fire Science Degree while a member of the YFD Reserve Program, and passed a 1-year probation and is in good standing, that person would be eligible to receive an additional 2% added to the applicant's final composite score.
- 16.10 Upon proposal to reimplement this reserve program, the Union and the City agree to re-open this article and work together to mutually agree on replacement or amended language.

ARTICLE 17 – WAGES

- 17.1 **Effective 1-1-2022**, the base salary of bargaining unit members will be increased by 4.5%.
- 17.2 **Effective 1-1-2023**, the base salary of bargaining unit members will be increased by 4.5%.
- 17.3 **Effective 1-1-2024**, the base salary of bargaining unit members will be increased by 4.25%.

17.4 **Effective 1-1-2025**, the base salary of bargaining unit members will be increased by 4.25%.

ARTICLE 18 – HEALTH CARE INSURANCE

18.1 Medical, Vision and Dental Care Coverage:

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

18.2 Health and Dental Care Premium Contributions:

- (a) Employee Health Care Premium Contribution. LEOFF I and LEOFF II employee only health care coverage shall be paid for by the City and shall be at no cost to the employee.
- (b) Dependent Health Care Premium Contributions. The City and the employee shall share dependent medical program premiums per month contribution level on a 50% by the employer and 50% by the employee basis, with a maximum employee contribution of \$140.00 per month.
- (c) Dental Care Premium Contributions. The City shall pay the premium for LEOFF I and LEOFF II employee and dependent dental care coverage.
- (d) Employee contributions under this Article will be accomplished through normal payroll deductions.

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

- (a) LEOFF I retirees shall remain in the group medical plan at no cost to the employee. LEOFF II retirees may elect to remain in the group medical plan until they reach age 65, upon payment of the required premium.

- (b) Spouses of retirees may remain in the group medical plan until they reach age 65 or in the case of spouses of deceased retirees, until they reach age 65 or remarry, whichever occurs first.
- (c) Other dependents of retirees may remain in the group health care plan as long as they remain eligible under the provisions of the plan or when coverage for the retiree and spouse, or, the spouse of deceased retiree terminates, at which time such dependent insurance coverage would cease regardless of the age of the dependents.
- (d) Retirees, or spouses of deceased retirees, shall pay the premium and other shared dependent coverage costs (including dependents if enrolled), which shall be based on the same formula as active employees and dependents within the bargaining unit. Premiums shall be paid by deduction from retirement checks paid to retired employees or their beneficiary.

18.4 Disability Insurance. The Union has executed a disability life insurance policy 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 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 insurance benefits shall be the base pay per Master Ordinance plus the Deferred Compensation contribution.
- (c) It shall be the responsibility of the employee to inform the fire department timekeeper on or before the date in which he or she **starts** the leave without pay status. It shall be the responsibility of the employee to inform the fire department timekeeper on or before the date which he or she **ends** the leave without pay status.
- (d) If the insured employee's scheduled hours spent for a pay period is anticipated to be lower than the minimum number of hours required by the Washington State Department of Retirements (DRS) for receipt of full service credit for that month, then the employee may use a sufficient number of hours of his/her accrued leave for that pay period to satisfy the

minimum numbers required by DRS to receive full service credit for that month.

- (e) It shall be the employee's responsibility to reconcile his/her monthly pay from the City with payments from the disability insurance carrier to ensure that he/she does not violate and /or breach any of the terms and conditions of the disability insurance policy, including but not limited to the one hundred percent (100%) payout ceiling. Local 469 recognizes that the City does not have any liability with or to the disability insurance carrier or Local 469 whatsoever with regard to insurance disputes between the carrier and employees represented by Local 469, including but not limited to the reconciliation of pay and the 100% payout ceiling. Further, Local 469 agrees to indemnify, defend and hold harmless the City of Yakima, its officers, elected officials, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards. Costs and expenses (including attorneys' fees and disbursements) caused by or occurring as a result of any dispute between an employee represented by Local 469 and the disability insurance carrier.

- (f) Both Local 469 and the City have participated in the drafting of the language for 18.4 and as such, it is agreed by the parties that the general contract rule of law that ambiguities in the contract language shall be construed against the drafter of a contract shall have no application to any legal proceeding, arbitration and/or action in which this section of the contract and its terms and conditions are being interpreted and/or enforced.

ARTICLE 19 – LIFE INSURANCE

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

ARTICLE 20 – LONGEVITY PAY

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

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

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

ARTICLE 21 – SPECIAL PAYS

- 21.1 Acting Assignment Pay. The City will pay acting assignment pay of at least 5% above the normal base pay or the pay rate of the D-Step of the next higher pay grade, whichever is greater, on an hour for hour basis for an individual for such period of continuous service, provided the individual serves a minimum of four (4) hours for LEOFF personnel, in such higher classification, having been so assigned by the Fire Chief or his designated agent and provided further that the individual exercises the responsibility, including operation and administrative duties as they apply. In order to minimize excessive movement of personnel and station transfers, acting assignments for periods of forty-eight (48) hours or less, maybe be filled with an Acting Lieutenant or Acting Captain from the respective station of the qualified actor. Furthermore, Acting Captain positions for periods of forty-eight (48) hours or less, may be filled with a qualified Acting Lieutenant or Acting Captain.
- 21.2 Eligibility for Acting Assignments. In order for an employee to be eligible for assignment to an acting position, that employee must be eligible for promotion to the position in accordance with the promotional standards in the current collective bargaining agreement, with one specific exception in acting as a Lieutenant. Specifically, the requirements are:
- (a) In order to act in the position of Lieutenant, an individual must be on the current register as maintained by the Civil Service Chief Examiner. Acting Lieutenants, for their respective shifts, shall be picked from the top of the register down to fill an acting position. In order to minimize station transfers, an Acting Lieutenant may turn down a temporary acting assignment that would create a station transfer, provided that a qualified actor at that station is available and willing to fulfill the acting assignment. If no current register exists or there is not a Fire Fighter available who is on the list, on the affected shift, then a Fire Fighter who meets all of the requirements to be eligible to take the Lieutenant's exam shall be selected.
 - (b) In order to act in the position of Captain, an individual shall hold the rank of Lieutenant and be on the current register for Captain as maintained by the Civil Service Chief Examiner. Acting Captains, for their respective shifts, shall be selected from the top of the register down to fill in an acting position. In the event no one on the register is available, remaining shift Lieutenants will be eligible to act, if they are eligible to test for the position of Captain.
 - (c) At no time will personnel who do not meet the requirements listed above be allowed to act.

- 21.3 Station Reassignment. An employee who is reassigned from his/her scheduled station assignment to a different fire station shall be compensated for the move. Since moving of Personal Protective Clothing, Uniforms and Bedding will take approximately 30 minutes, the fee shall be \$18.00. The employee will not be eligible for reassignment fee if they receive notice of transfer by 2100 hours on the shift they are at work, or if another bargaining unit member causes the transfer for any reason other than sick or disability leave.
- 21.4 The City shall pay each employee for his use, at the request of the City, of his/her personal auto, not less than the IRS Rate per mile actually driven, or the actual cost of applicable public transportation. In the event that the City increases mileage allowance paid by the City for the use of personal autos on City business for any other City department or employee, such increased allowance shall become the new rate there under.
- 21.5 LEOFF Uniform Maintenance. Appropriate laundry equipment and supplies shall be provided to All LEOFF bargaining unit members at no cost to the employee to ensure proper maintenance of uniforms. The City shall have the right to contract for uniform maintenance services as it deems appropriate. If the City discontinues the professional services agreement for uniform maintenance, uniforms shall be laundered at the stations. If the City discontinues laundry service or fails to provide appropriate equipment/supplies required to ensure proper maintenance of uniforms, member shall be paid a seventy-five dollars (\$75.00) uniform maintenance allowance semi-annually. Said amount will be payable the first payday of February and of August.
- 21.6 Fire Investigator Differential. All members assigned as shift investigators must obtain and maintain an International Association of Arson Investigators Fire Investigation Technician (IAAI-FIT) certification within thirty (30) months of their assignment as a shift investigator. Subject to the Chief's right to appoint, from time to time, an employee as a Fire Investigator, such employee shall receive a differential for such duty as follows.
- (a) Commissioned Fire Investigators. Commissioned Fire Investigators shall receive monthly differential pay of 3.5% of the base pay of a firefighter in step E.
 - (b) IAAI-FIT Certified Shift Investigators. Shift investigators that have obtained IAAI-FIT Certification will receive differential pay of 3.0% of the base pay of a firefighter in step E per month.
 - (c) Non-certified/ Shift Investigators. Non-certified shift investigators will receive a differential pay of 2.0% of the base pay of a firefighter in step E per month, until they receive their IAAI-FIT certification (not to exceed thirty (30) months).

- (d) Training time off will be granted to those members taking the IAAI-FIT certification training. Off-duty personnel shall be compensated at one and one-half their scheduled rate of pay, in accordance with FLSA.
- 21.7 SCBA Repair. The City will maintain up to six (6) Local 469 members at the rank of Firefighter to be trained in and function as Self-Contained Breathing Apparatus (SCBA) Repair Technicians. Subject to the Chief's right to appoint from time to time, employees to the SCBA Repair Program. Such employees shall receive differential pay of 2.0% of the base pay of a firefighter in step E per month. Personnel attending initial and recertification training in an off-duty capacity shall be compensated at one and one-half their scheduled rate of pay, in accordance with FLSA.
- 21.8 Technical Rescue. Members of the technical rescue team shall receive differential pay of two percent (2%) of the base pay of a firefighter in Step E per month.
- (a) The City will allow Local 469 LEOFF members of any rank to participate in the YFD Technical Rescue Team, subject to the Chief's right to appoint as follows:
 - (1) With the continuation of the Union Gap Fire Service Agreement:
The City shall allow a minimum of fifteen (15) and up to eighteen (18) members to participate.
 - (2) Without the continuation of the Union Gap Fire Service Agreement:
The City shall allow a minimum of twelve (12) and up to fifteen (15) members to participate.
 - (b) In the event that there are any changes in the specific Technical Rescue Team duties and/or scope of responsibilities of the aforementioned twelve IAFF Local 469 members after execution of this agreement, the City and the Union shall conduct any legally required negotiations on the effects of the change(s).
 - (c) Training time off will be granted to those members taking Rescue System 1 initial training. Off-duty personnel will be compensated at the overtime rate pursuant to the existing IAFF 469 CBA.
 - (d) Participating Union members will complete an annual required 20 hours of field training exercises, generally through attendance at the monthly drills. Those Union members are not required to meet the 20 hours on their own time without compensation. If the Union member is required to attend training on their day off, said member shall be compensated at one and one-half their scheduled rate of pay, in accordance with FLSA, up to a maximum of 20 hours of overtime per calendar year.
 - (e) A Deputy Chief shall be in charge of the YFD Technical Rescue Team activities at the Administrative level. A team member in good standing shall

be in charge (Team Leader) of the YFD Technical Rescue Team activities at the team level.

- (f) Rank amongst Union members performing Technical Rescue work shall not be recognized while functioning as part of the Technical Rescue Team. All union members participating in this team shall perform on an equal level all work they are assigned by the Incident Commander.
- (g) In the event that any union member, with prior written approval, attends training related to his duties as a Technical Rescue Team member off duty, it shall be known that said member shall be attending as an employee of the City.

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

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

21.11 Hazardous Material Technician.

- (a) The City will allow up to eighteen (18) Local 469 LEOFF Union members of any rank to participate in the YFD HazMat response team based on their ability to meet the standards set by the bylaws governing the Tri-County Hazardous Materials Response Team.
- (b) The City shall compensate said members a monthly percentage of two percent (2%) of the base pay of a firefighter in step E.
- (c) In the event that there are changes in the specific HazMat duties and/or scope of responsibilities of the aforementioned IAFF 469 members after execution of the Tri-County Hazardous Materials Response Team agreement, the City and the Union shall conduct any legally required negotiations on the effects of the change(s).
- (d) The City shall furnish the Union with a copy of the Tri-County HazMat agreement when executed and changes as they occur in the future.
- (e) The participating Union members shall attend the initial forty (40) hour HazMat Technician Course. Personnel on-duty will be granted training time off and off-duty personnel will be compensated at the overtime rate pursuant to the existing IAFF Local 469 Collective Bargaining Agreement.
- (f) The participating Union members shall complete the minimum annual required training as required by Washington Administrative Code 296-824-

300. Union members are not required to meet the training requirement on their own time without compensation. If the Union member is required by fire administration to meet the training requirement on their day off, said member(s) shall be compensated at one and one-half their scheduled rate of pay. Union members may be allowed to utilize pre-recorded classroom lectures or alternative methods of instruction (multi-media training, DVD, interactive CD, etc.) in lieu of scheduled classes in the event that the member cannot attend on their scheduled shift.

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

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

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

ARTICLE 22 – VACATION LEAVE & KELLY DAYS

22.1 LEOFF employees assigned to a **day shift** shall accrue according to the following table.

Service in Years	Accrual Hrs/Mo.	Maximum Accrued
0-5	9.50	348
5-10	11.50	396
10-15	13.50	444
15-20	15.50	492
20 +	17.50	540

22.2 LEOFF employees assigned to a **24-hour shift** shall accrue according to the following table. Accrual accumulation limits/annual carry-over shall be two (2) times the employee's maximum annual accrual.

Service in Years	Accrual Hrs/Mo.
0-5	14.50

5-10	16.50
10-15	18.50
15-20	20.50
20+	22.50

- 22.3 Service in years for LEOFF classifications is defined as the most recent period of employment unbroken by voluntary termination, voluntary retirement, and voluntary leaves of absence in excess of thirty (30) days or termination for cause. Such service shall not be considered broken by period of disability retirement, or leave without pay in excess of thirty (30) days for medical reasons, if approved by the Fire Civil Service Commission during which times no service credit shall accrue. Layoff shall not be considered a break in service providing that failure to accept the first offer of reemployment for any reason shall constitute a break in service. (No service credit shall accrue during periods of layoff.)
- 22.4 Newly hired LEOFF members shall accrue and accumulate vacation leave through the end of their first six months of service which may then be taken in the seventh month and each month thereafter as accumulated.
- 22.5 The City shall allow the following positions per shift, for shift employees from the bargaining unit to be released from duty at any one time for scheduling of vacation, Kelly days or holidays subject to the subsection below:
- (a) With the continuation of the Union Gap Fire Service Agreement:
The City shall allow six (6) positions off per shift.
 - (b) Without the continuation of the Union Gap Fire Service Agreement:
The City shall allow five (5) positions off per shift.
 - (c) A seventh (7th) position off shall be allowed contingent on the daily staffing roster exceeding the 23-member roster for that shift. The seventh (7th) position shall not be secured prior to 0800 hours the morning of the shift. A seventh (7th) position standby will be available for sign up ten (10) days prior to the time requested.
 - (d) Any request for partial shifts of less than 10 hours shall only be granted under the following:
 - The request must be made to and approved by the Shift Commander no less than 24 hours prior to the time requested.

For LEOFF classifications, any vacation accumulated over the stated limits shall be paid at one hundred percent (100%) of base wage as of December 31st of each year; provided, however, at least fifty-five percent (55%) of the annual accrual rate for vacation must have been used during the year in order to qualify for the payment; provided, however, if the Employer cancels an employee's scheduled vacation and this canceling results in vacation accumulation over the stated limits as of December 31 of any particular year then the Employer will pay for said

vacation at the normal hourly rate. Payment for any vacation accumulated over the stated limits is subject to the Employers' inability to reschedule the vacation time off. Neither party shall unreasonably withhold approval of rescheduling of vacation previously canceled.

- 22.6 Employees shall be able to cancel scheduled earned leave with thirty (30) days' notice.
- 22.7 Shift Commander shall submit an annual schedule for Kelly days no later than December 31st for the following year. Days will be entered into the TAMS calendar. Each Shift Commander shall have no more than one (1) Kelly day per Kelly period. Kelly days within a period cannot be changed once the period begins. Shift commander Kelly days and earned leave days shall not count as one of the six (6) time off slots as stated in article 22.5.

Time off for the Shift Commander position to include vacation, Kelly days, or holidays, will be scheduled independently from six (6) positions and seventh (7th) position standby.

Shift Commander time off will not be approved when a seventh (7th) position standby has been approved as outlined in article 22.5 (c).

- 22.8 Vacation accruals upon separation:
- (a) When separating from service of the City in good standing and when the employee has given at least two (2) weeks' notice of their intention to leave, the employee shall be compensated for vacation accruals earned and accumulated to the date of separation.
 - (b) No compensation for vacation leave shall be payable to any employee who terminates their employment or is terminated before they have completed six months of service.
 - (c) An employee who is discharged or resigns as a result of disciplinary action shall be entitled to be compensated for only the vacation leave which was earned in preceding calendar years and not used at time of separation. This provision shall also apply to employees who quit without giving the notice specified in 22.9 (a).

ARTICLE 23 – LEOFF EMPLOYEE HOLIDAYS

- 23.1 (a) At the first of each year, all LEOFF members of the bargaining unit working a 24-hour shift schedule will receive a credit of one hundred thirty-two (132) hours to their holiday leave account. New employees hired after that date will receive holiday credits at the rate of twelve (12) hours per holiday for holidays remaining in the calendar year.

(b) All LEOFF members of the bargaining unit working a day shift schedule will observe holidays and earn one paid personal holiday in accordance with Municipal Code 2.40.080.

1. The following shall be recognized and observed as paid holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	3 rd Monday in January
Presidents' day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving Day	4 th Friday in November
Christmas Day	December 25

(c) Employees transferring from days to shifts will receive holiday credits at the rate of twelve (12) holiday hours per holiday remaining in the year. Employees transferring from shifts to days will have twelve (12) hours per holiday remaining in the year deducted from their 132 hours of holiday credits, which shall not be reduced to less than zero credits.

23.2 Holiday time must be used in the calendar year in which it was credited and may not carry-over into successive calendar years. Unused holiday time will be paid at one hundred percent (100%) of the base wage as of December 31 of each year of one hundred thirty-two (132) hours per employee.

23.3 An employee who uses up their 132 hours of holidays and leaves the Department before December 31 shall have twelve (12) hours removed from their earned leave account for each holiday remaining in the year.

ARTICLE 24 – SICK LEAVE ACCRUAL/EXCHANGE FOR LEOFF EMPLOYEES

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

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

- (a) Upon retirement or death, the employee's accrued sick leave up to 1080 hours or less will be exchanged for pay at the rate of sixty percent (60%) of hours at one hundred percent (100%) of the employee's current base pay. To qualify, the employee must have at least twenty (20) years of service within the LEOFF II pension system.
 - 1. Retiring members may elect to contribute a portion of the 60% cash out value to the 457 Deferred Compensation plan per IRS guidelines and limitations. This designation must be submitted and processed one month prior to retirement. (Example: If retiring in June 30th, the request must be submitted by May 15th and processed with May payroll.) The remaining value of the 60% shall be contributed to the Washington State Council of Fire Fighters Benefit Trust Retiree Medical Account (MERP).
- (b) Upon termination under honorable conditions, as distinct from retirement or death, the employee's accrued sick leave up to 1080 hours or less will be exchanged for pay at the rate of twenty-five (25%) of the employee's current base pay. Honorable termination includes resignation with proper notice.
- (c) Upon involuntary termination under honorable conditions, e.g., layoff for budget reasons, accrued sick leave up to 1080 hours or less will be exchanged for pay at the rate of fifty percent (50%) of the employee's current base pay.
- (d) In the event of death in line of duty, all hours of sick leave will be exchanged for pay at the rate of one hundred percent (100%) of the employee's current base pay.

24.2 Exchange of accrued sick leave for additional leave days or for cash will be granted to regular LEOFF II employees who have accrued **more than 1080 hours** of sick leave, subject to the following provisions:

- (a) Upon retirement or death, accrued sick leave up to a cap of 1440 hours will be exchanged for pay at the rate of sixty percent (60%) of hours at one hundred percent (100%) of the employee's current base pay. To qualify, the employee must have at least twenty (20) years of service within the LEOFF II pension system.
 - 1. Retiring members may elect to contribute a portion of the 60% cash out value to the 457 Deferred Compensation plan per IRS guidelines and limitations. This designation must be submitted and processed one month prior to retirement. (Example: If retiring in June 30th, the request must be submitted by May 15th and processed with May payroll.) The remaining value of the 60% shall

be contributed to the Washington State Council of Fire Fighters Benefit Trust Retiree Medical Account (MERP).

- (b) Upon termination under honorable conditions, as distinguished from death or retirement, accrued sick leave up to a cap of 1440 hours will be exchanged for pay at the rate of fifty percent (50%) of the employee's current base pay.
 - (c) Upon involuntary termination under honorable conditions, e.g., layoff for budget reasons, 1080 hours of accrued sick leave up to a cap of 1440 hours will be exchanged for pay at the rate of fifty percent (50%) of the employee's current base pay.
 - (d) In the event of death in the line of duty, all hours of accrued sick leave will be exchanged for pay at the rate of one hundred percent (100%) of the employee's current base pay.
 - (e) Employees who have accrued more than 1080 hours of sick leave may exchange such sick leave for bonus (additional) leave at the rate of three (3) shifts of sick leave for each additional vacation shift, not to exceed a total of five (5) added vacation shifts annually, utilization of which would be subject to the scheduling and approval of the department head.
- 24.3 The maximum accumulation of sick leave for LEOFF II employees shall be a total of 1440 hours for any purpose including use and/or exchange.
- 24.4 Sick Leave Exchange Procedure. Any regular LEOFF II employee may exchange accrued sick leave as provided in Sections 24.1, 24.2, 24.6, 24.7 or 24.8 herein at the option of the employee, subject to the following conditions and provisions:
- (a) Authorization for such an exchange shall be made by written request submitted to the Fire Chief or his designee.
 - (b) No exchange will be granted for less than twenty-four (24) hours of vacation leave.
 - (c) No exchange will be granted to an employee who has been terminated for cause.
- 24.5 Regular LEOFF II employees shall be granted sick leave as follows:
- (a) Employees assigned to a day shift shall accrue eight (8) hours per month.
 - (b) Employees assigned to a 24-hour shift shall accrue twenty-four (24) hours per month.

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

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

(a) Upon retirement or death, the employee's accrued sick leave up to 720 hours or less will be exchanged for pay at the rate of sixty percent (60%) of the employee's current base pay. To qualify, the employee must have at least twenty (20) years of service within the LEOFF II pension system.

1. Retiring members may elect to contribute a portion of the 60% cash out value to the 457 Deferred Compensation plan per IRS guidelines and limitations. This designation must be submitted and processed one month prior to retirement. (Example: If retiring in June 30th, the request must be submitted by May 15th and processed with May payroll.) The remaining value of the 60% shall be contributed to the Washington State Council of Fire Fighters Benefit Trust Retiree Medical Account (MERP).

(b) Upon termination under honorable conditions, as distinct from retirement or death, the employee's accrued sick leave up to 720 hour or less will be exchanged for pay at the rate of twenty-five percent (25%) of the employee's current base pay. Honorable termination includes resignation with proper notice.

(c) Upon involuntary termination under honorable conditions, e.g., layoff for budget reasons, accrued sick leave up to 720 hours or less will be exchanged for pay at the rate of fifty percent (50%) of the employee's current base pay.

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

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

(a) Upon retirement or death, the employee's accrued sick leave up through a maximum 1040 hours will be exchanged for pay at the rate of sixty percent (60%) of the employee's current base pay. To qualify, the employee must have at least twenty (20) years of service within the LEOFF II pension system.

1. Retiring members may elect to contribute a portion of the 60% cash out value to the 457 Deferred Compensation plan per IRS guidelines and limitations. This designation must be submitted and processed one month prior to retirement. (Example: If retiring in June 30th, the request must be submitted by May 15th and processed with May payroll.) The remaining value of the 60% shall be contributed to the Washington State Council of Fire Fighters Benefit Trust Retiree Medical Account (MERP).
 - (b) Upon termination under honorable conditions, as distinguished from death or retirement, the employee's accrued sick leave up through a maximum of 1040 hours will be exchanged for pay at the rate of twenty-five (25%) of the employee's current base pay.
 - (c) Upon involuntary termination under honorable conditions, e.g., layoff for budget reasons, the employee's accrued sick leave up through a maximum of 1040 hours will be exchanged for pay at the rate of fifty percent (50%) of the employee's current base pay.
 - (d) In the event of death in the line of duty, the employee's accrued sick leave will be exchanged for pay at the rate of one hundred percent (100%) of the employee's current base pay.
 - (e) Employees who have accrued more than 720 hours of sick leave may exchange such sick leave for bonus (additional) leave at the rate of twenty-four (24) hours of sick leave for an additional 8 (eight) hours vacation leave, not to exceed a total of forty (40) hours added vacation leave days annually, utilization of which would be subject to the scheduling and approval by the department head.
- 24.8 In December of each year, any accruals by 40-hour week employees beyond a 1040 hour limitation will be automatically exchanged based upon the formula of 8 (eight) hours pay for each twenty-four (24) hours accrued or a percentage thereof for smaller accruals. Such pay will appear on the employee's final paycheck for the year.
- 24.9 LEOFF II personnel reassigned from shifts to days shall have all hours of accrued sick leave converted utilizing the factor of 1040/1440 or .7222 and personnel reassigned from days to shift shall have all hours of accrued sick leave converted utilizing the factor of 1440/1040 or 1.385. In no case can the employee accrue more than the maximum sick leave allowance.
- 24.10 Employees who become ill or injured while on approved earned leave (vacation, holiday, or comp time) may utilize sick leave for the period of illness or injury: provided the employee immediately upon becoming incapacitated notifies the division supervisor and presents to management upon returning to work, a

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

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

ARTICLE 25 – SICK LEAVE POOL

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

Donations made to the sick leave pool shall be in full hour increments.

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

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

ARTICLE 26 – BIRTHING LEAVE/MATERNITY LEAVE

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

ARTICLE 27 – LIGHT DUTY FOR LEOFF II EMPLOYEES

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

LEOFF II employees who are off-duty due to an extended off-duty injury or illness and cannot perform their regular duties may request in writing to the Chief of the Department an assignment to light duty. Any light duty assignment will be contingent on the Department's needs and the employee's ability to perform assigned duties within the scope that would be allowed based on a physician's recommendation. All light duty assignments will be for up to (30) days and will be reviewed by the Chief of the Department to determine any extension of the assignment. Light duty assignments will not include fire suppression, EMS response, dispatching duties, or delay the appointment or filling of a Civil Service position due to work being performed by the employee on light duty. Any employee on light duty will maintain all the rights and benefits of this contract and earn job and position seniority as consistent with a day position. Employees assigned to light duty on an 8-hour day shift who have previously been assigned to a 24-hour shift will have their sick leave hours converted utilizing the factor of 1040/1440 or .7222. Upon return to the 24-hour shift assignment, their sick leave hours will be

converted utilizing the factor of 1440/1040 or 1.385. In no case can the employee gain more than 100% of sick leave or income from this assignment.

27.2 On-duty extended injury or illness.

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

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

ARTICLE 28 – COMPENSATORY TIME OFF

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

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

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

28.3 An off-duty employee who is required by the Chief of the Department to testify before the Civil Service Board on matters pertaining to his assigned duties shall be compensated for actual time in attendance in accordance with 28.2 of this Article.

Verification of attendance shall be on a form prescribed by the Fire Department and shall include a statement of hours of attendance signed by the relevant court clerk.

28.4 Training Time.

- (a) For LEOFF employees, off duty training that is required by the Chief of the Department or his designee shall be paid at overtime rate pursuant to Article 29.3 for each hour or portion thereof that is spent in actual training.
- (b) In the event that any union member, with written approval attends an unpaid off duty training related to his/her duties as a Yakima Fire Department employee, it shall be known that the member is attending as an employee of the City of Yakima and as such, is covered by workers compensation insurance.

ARTICLE 29 – OVERTIME FOR LEOFF EMPLOYEES

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

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

- (a) Employees working 24-hour Shift, who are assigned to work Day Shift: For purposes of administering and calculating overtime due and payable to a LEOFF employee scheduled to a 24-hour shift, who then is assigned to and performs the type of work normally performed by those LEOFF employees assigned to a 40-hour/7-day work period (“Day Shift”) during any 24 day work period, so that such employee’s hours of work exceed 182 hours in such 24-day work period, such employee’s regular hourly rate of pay for overtime hours worked on the Day Shift shall be the regular hourly rate for Day Shift employees for purposes of calculating overtime pay for hours worked on Day Shift.

Note: Since there is no Day Shift position equivalent to the 24-hour Shift Firefighter position, a regular rate of pay equivalent to 110% of the firefighter’s monthly base pay (with Deferred Comp) divided by 173.33 hours can be used to establish the overtime rate:

(Example: Step E Firefighter 2016 monthly base wage (with Deferred Comp) of \$6824.47 x 110% = \$7506.92 ÷ 173.33 = \$43.31/hour, therefore the overtime rate would be \$43.31 x 1.5 = \$64.97/hr.)

- (b) Employees working Day Shift, who are assigned to work 24-hour shift: Likewise, for purposes of administering and calculating overtime due and payable to a LEOFF employee scheduled to a 40-hour/7-day work period (Day Shift), who then is assigned to and performs the type of work normally performed by those LEOFF employees assigned to a 24-hour shift work period, so that such employee's hours of work exceed 40 hours in a 7-day work period, such employee's regular hourly rate of pay for overtime hours worked on the 24-hour Shift shall be the regular hourly rate for 24-hour Shift employees for purposes of calculating overtime pay for hours worked on 24-hour Shift.
- 29.2 Premium Duty Pay. LEOFF personnel working outside of their normally scheduled shifts at a time they are not assigned to work, except as noted in 29.4 below, shall be paid at the overtime rate required by the Fair Labor Standards Act.
- 29.3 Emergency Duty Pay. When LEOFF personnel are called from off-duty by the Fire Chief or his/her designee because of an emergency the employee shall receive Emergency Duty Pay. The Emergency Duty Pay rate shall be double time.
- 29.4 Call Back.
 - (a) An employee who is called back to duty after their scheduled shift has terminated, but before the scheduled start of his next shift, shall be paid not less than two (2) hours of overtime at the applicable overtime rate.
 - (b) The call back bonus will not be available for a "hold over" defined as an extension of a regular or reassigned shift due to manning requirements or an emergency circumstance.
- 29.5 Fractions of an hour served on overtime duty shall be rounded to the next full hour for the purpose of computing the amount of overtime.
- 29.6 If a personnel shortage occurs, Shift Commanders or their designee will hire according to the mutually agreed upon procedure reflected in the Operational Guideline 1.002 ("Staffing and Scheduling") which is incorporated as Appendix E.

ARTICLE 30 – DUTY WEEK FOR LEOFF EMPLOYEES

- 30.1 The average hours of duty for 24-hour shift LEOFF employees shall average forty-nine point five four (49.54) hours per week. (14 Kelly days).
- 30.2 24-hour shift LEOFF employees shall be assigned to the "48-96" shift.
- 30.3 The employees serving in the positions of Community Risk Reduction Captain, Assistant Fire Marshal, Training Captain, and Training Lieutenant shall work a day shift consisting of forty (40) hours per week in the form of five (5) eight (8) hour

days. Alternate forty (40) hour shifts may be worked as mutually agreed upon by the employee and the employer.

- 30.4 For the purpose of this agreement, “shift employees” are defined as those employees working 24-hour shifts. “Day Shift Employees” are defined as those employees assigned to a 40-hour work week.

ARTICLE 31 – TOBACCO USE ON DUTY

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

ARTICLE 32 – PHYSICAL FITNESS

- 32.1 For LEOFF employees, there shall be established a physical fitness committee. Composition of the committee shall consist of:
- (a) Two members designated by the Fire Chief.
 - (b) Two members of the bargaining unit.
 - (c) One member from outside the department, selected by the other four members to serve as chairperson. The outside representative should have the following professional characteristics: Experience or education in physical fitness, or medicine or related field.
- 32.2 The purpose of the committee is to develop a physical fitness program, establish policy, manage the on-going program and make appropriate recommendations on awards and/or discipline.
- 32.3 The Physical Fitness Program established by the Physical Fitness Committee shall be reviewed and revalidated annually by the Department and the Union. The program and the policy governing this program shall not be changed except by the mutual consent of the Department and the Union.
- 32.4 Both parties have agreed to jointly work on addressing issues and programs pertaining to physical fitness.
- 32.5 Upon request by the fitness committee, only the medical results that pertain to physical fitness shall be given to the committee.

32.6 The City shall schedule and pay for medical examinations for employees in the bargaining unit beginning at age 36 and every two years. The City shall send notification at the beginning of the year to employees who will be turning the age eligible for exams and where exams may be scheduled. The employee is responsible for scheduling his/her medical examination within thirty (30) days before or after the month of their birthday. Employees will not be compensated for travel or time for medical exams.

ARTICLE 33 – CREATION OF NEW LEOFF CLASSIFICATIONS

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

ARTICLE 34 – DEFERRED COMPENSATION FOR LEOFF EMPLOYEES

34.1 Each bargaining unit member shall be paid, in addition to that employee's monthly salary, deferred earned compensation each month in an amount equal to four percent (4%) of base pay to a deferred compensation account.

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

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

ARTICLE 35 – DISCIPLINE POLICY

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

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

ARTICLE 36 – MUNICIPAL CODE SECTIONS PERTAINING TO LEOFF EMPLOYEES

2.04	Group Insurance
2.04.010	Health Care Plan
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 Plan
2.20.040	Policy for Pay Steps
2.20.060	Transfer, Promotion, Demotion, Reinstatement or Termination of Employees
2.20.070	Reduction in Salary
2.20.080	Effect on Budget
2.20.085	Reimbursement for Expenditures
2.20.086	Reimbursable Expenditures – Amounts
2.20.088	Special and Temporary Assignment Pay
2.20.100	Classification and Compensation Plan
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
2.40.080	Holiday's with Pay
2.44	Lobbying by City Personnel
2.44.030	Permitted Activities of Representative
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 37 – ENTIRE AGREEMENT

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

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

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

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

ARTICLE 38 – NO PYRAMIDING

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

ARTICLE 39 – SAVINGS CLAUSE

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

ARTICLE 40 – MEDICAL SAVINGS ACCOUNT

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

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

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

40.3 Monthly Contributions.

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

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

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

ARTICLE 41 – MEMORANDUMS OF UNDERSTANDING (MOU’S)

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

ARTICLE 42 – TERM OF AGREEMENT

42.1 This Agreement shall be deemed effective from and after the 1st day of January, 2022 through the 31st day of December, 2025; provided however, that this Agreement shall be subject to such periodic changes as may be voluntarily and mutually agreed upon by the parties hereto during the term thereof.

Executed by the parties hereto this _____ day of _____, 2022.

LOCAL 469, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO

By: _____
John Shahan
President, Local 469
IAFF

By: _____
Mike Trujillo
Lead Negotiator, Local 469
IAFF

CITY OF YAKIMA

By: _____
Robert Harrison
City Manager

ATTEST:

By: _____
Sonya Claar Tee
City Clerk

City Contract No. _____
Council Resolution No. _____

APPENDIX A - DISCIPLINARY POLICY

Yakima Fire Department

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

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

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

Procedure

A. Progressive Discipline

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

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

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

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

An oral reprimand shall include all of the following:

- A meeting with the employee and his/her immediate supervisor.
- The employee informed that this is an oral reprimand
- Oral reprimands will be memorialized by memo to include the date and time of the infraction, the department policy, SOP or guideline that has been violated, an action plan to correct the behavior and action necessary to avoid further discipline.

- A memo documenting receipt of the oral discipline shall be signed by the individual and the immediate supervisor. This memo is to be filed with the Deputy Chief or Assistant Communications Manager and a copy is to be provided to the employee. Memo is not placed in employee's personnel file.

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

Written reprimand shall include all of the following:

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

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

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

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

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

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

B. Progressive Disciplinary Process

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

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

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

Consistent with the Fire Civil Service Rules and Regulations, an employee disciplined under this policy may file with the Civil Service Commission a written request for a hearing, within 15 days from the time of receipt of written notice of such discipline, whereupon, consistent with the Rules, the Commission shall conduct such hearing. Failure to file such written request within the time specified shall be deemed a waiver of any right of review.

C. Definitions of levels of infraction:

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

Examples but not limited to:

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

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

Examples but not limited to:

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

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

Examples but not limited to:

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

D. Probationary Employees

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

E. Training

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

APPENDIX B - PROMOTIONAL MOU

Administration
Fire Suppression
Fire Investigation
Fire Training
Fire Prevention
Public Education



401 North Front Street, Yakima, WA 98901

(509) 575-6060
Fax (509) 576-6356
www.yakimafire.com

**MEMORANDUM OF UNDERSTANDING
(Promotional Register – Fire Captain and Fire Lieutenant)**

THIS MEMORANDUM OF UNDERSTANDING is made by and between the International Association of Firefighters Local 469 (LEOFF) and the City of Yakima, Washington, for the purpose of conducting a promotional exam process and establishing a promotional register for the position of Fire Captain and Fire Lieutenant.

WHEREAS, the City of Yakima (“City” herein) is a charter city of the first class of the State of Washington and is the employer of all members of the Yakima Fire Department; and

WHEREAS, the IAFF Local 469 (“Union” herein) is the exclusive bargaining representative of the LEOFF firefighters who provide fire protection services and other related fire department services within the City of Yakima; and

WHEREAS, the City and Union cooperatively recognize and agree, to schedule a Fire Captain and Fire Lieutenant promotional exam, which is produced through Public Safety Testing. Only those applicants that have achieved a passing score of 70% or higher on the written portion and 70% or higher on the Assessment Center portion of the examination process, shall be placed on the promotional register. Subject matter experts and assessors shall be chosen from a list submitted by the City Manager, his designee or Public Safety Testing. The City Manager or his designee will be responsible for determining the qualifications and suitability of the assessors. Assessors will not be City of Yakima employees, nor can they be from the geographical Upper Yakima County if they are involved with the fire service in a volunteer role. In the event an assessor cancels immediately prior to the examination, the City Manager, or his designee, has the responsibility to find a substitute, who may be from the Upper Yakima County Fire Service. The Assessment Center will be proctored by Civil Service in addition to Public Safety Testing and the Union may designate an observer to attend the administration of the examination.

RECEIVED

APR 10 2018

Human Resources Division

THEREFORE, the parties memorialize and state their agreement as follows:

1. A two-year register for the rank of Fire Captain and Fire Lieutenant shall be generated by this process, and shall take effect upon expiration of the current register, or upon exhausting the current register, should there be a vacancy to fill.
2. The exam process shall consist of the following two (2) parts and their respective weighting:
 - a. Multiple Choice Written Exam 20% of the overall score
 - b. Assessment Center Exam 80% of the overall score
3. The exam shall be divided into two (2) separate parts consisting of a Written Exam and an Assessment Center. Elements of the Written and Assessment Center parts are listed below:


<u>Written:</u>	<u>Assessment Center</u>
<u>Multiple Choice</u>	<u>Tactical/Emergency Incident Exercise</u>
	<u>Role Play Exercise</u>
	<u>Problem-Solving</u>
	<u>Presentation with writing component</u>


4. Only those applicants that have achieved a passing score of 70% or higher on the Written Exam portion of the assessment will be allowed to take the Assessment Center portion of the examination.

Both parties hereby agree to the terms and conditions set forth in this Memorandum of Understanding.

This MOU is an exclusive agreement unique in nature, being an agreement between the parties to utilize a third-party promotional assessment provider. This MOU is for this single promotional test process. It does not establish a precedent between the parties. The parties further agree and understand that such provisions approved for the specific promotional assessments set forth in this Memorandum of Understanding shall not be construed as constituting an established past practice or waiver of any right to collectively bargain any mandatory subject of bargaining pertaining to promotional assessments.

This Memorandum of Understanding is executed this 9th day of April, 2018.


Nick Sloan
President
IAFF Local 469


Cliff Moore
City Manager
City of Yakima

APPENDIX C - SHIFT COMMANDER TASK BOOK

Candidate Name _____



Shift Commander Task Book

The Task Book is comprised of two portions; the Shift Commander Academy portion (which includes classrooms and related task sheets) and the Outside Classes portion.

Prior to acting as a Shift Commander, you are required to submit a copy of the signed Academy portion and related task sheets to your Yakima Fire Department training file.

The academy portion of the Shift Commander Task Book was originally negotiated and designed to be a group of days where candidates, in a classroom setting, would receive training on procedures and expectations Shift Commanders would need prior to acting as a Shift Commander. The academy would be provided annually (usually in the month of January) to bring eligible candidates the training needed to be ready to perform the duties associated with the job. The academy is also required for a candidate to be eligible to test for the position of Shift Commander. See article CBA article 14.3

Yakima Fire Department Shift Commander Task Book Academy Portion

Date of Academy _____

Task	Objective	Instructor	Proficiency Date
			Attach Task Sheets
The Command Car	The Shift Commander must be proficient in the operation of the command car.	Shift Commander	
TAMS	To be proficient in purpose, navigation and function of TAMS.	Shift Commander	
ERS	To be proficient in purpose, navigation and function of the department record management system.	Shift Commander or YFD specialist	
Spillman/IPSS	To be proficient in purpose, navigation and function of Spillman or CAD program.	Shift Commander or YFD specialist	
Microsoft Office Suite	To be proficient in purpose, navigation and function of frequently used software.	Information Technologies specialist	

Shift Commander Responsibilities (To do list)	Be familiar with the duties and responsibilities of the Shift Commander position.	Shift Commander	
YFD Main Calendar YFD Shared Tasks	Plan daily activities using calendar and tasks.	Shift Commander	
The Collective Bargaining Agreement	Have a working knowledge of the CBA and make decisions based on the letter and spirit of the document.	Shift Commander or Deputy Chief	
YFD Standard Operating Procedures	Have a working knowledge of the YFD Standard Operating Procedures and make decisions based on the letter and spirit of the document.	Shift Commander or Deputy Chief	
YFD Administrative Policies	Have a working knowledge of the YFD Administrative Policies and make decisions based on the letter and spirit of the document.	Shift Commander or Deputy Chief	

Yakima Fire Department
Shift Commander
Task Book

Outside Classes Portion

1	TASK	When class is required.	INSTRUCTOR	DATE COMPLETED/ SIGNED OFF BY
2	<p><u>Incident Command ICS available on line.</u></p> <p>I-100 I-200 I-700 I-800</p>	<p>Prior to acting as SC or promotion</p> <p>Fire Fighter level Fire Fighter level Fire Fighter level Fire Fighter level</p>	<p>Outside Department (On line course)</p>	<p>Certificate Required (No signature)</p> <p>Date filed _____ Date filed _____ Date filed _____ Date filed _____</p>
3	<p><u>Microsoft Office Suite</u></p> <p>Outlook Word Excel Powerpoint</p>	<p>ASAP and within one year of promotion</p>	<p>CYU</p>	<p>CYU Instructor</p> <p>Signature _____ Signature _____ Signature _____ Signature _____</p>

4	<p><u>Incident Command ICS outside class.</u></p> <p>I-300 I-400</p>	<p>Prior to promotion</p> <p>Captain level Captain level</p>	<p>Certified Instructor Outside class</p>	<p>Certificate required (Signed by instructor)</p> <p>Date filed _____ Date filed _____</p>
5	<p><u>Incident Tactics and Strategy</u></p> <p>STICO <u>or</u> NFA Command and Control</p>	<p>Prior to Acting or Promotion</p>	<p>Outside Department</p>	<p>Certificate (Signed by instructor)</p>
6	<p><u>Supervisory Course</u></p> <p>NFA Leadership I, II, III or College Level Leadership or Supervisor Course <u>or</u> National Fire Academy Executive Leadership Course</p>	<p>Within one year of promotion to Shift Commander</p>	<p>Outside Department</p>	<p>Certificate of completion</p>
7	<p><u>Hazardous Materials Incident Command Certification (40 hours)</u></p> <p>NH3 Incident Command Course <u>or</u> NFA Haz Mat Incident Command <u>or</u> State of Washington On Scene Haz Mat Incident Commander</p>	<p>Within one year of promotion to Shift Commander</p>	<p>Outside Department</p>	<p>Certificate (Signed by Instructor)</p>

8	<u>City of Yakima Fire Department Incident Command</u>	Prior to Acting SC or Promotion	YFD Instructor	YFD Training Certificate (Signed by instructor)
9	<u>Obtain Incident Safety Officer Certification</u>	Prior to Acting SC or Promotion and within one year of promotion	Outside Department	Certificate (Signed by instructor)
10	NWCG S-215 Fire Operations in the Wildland Urban Interface (28 hours) <u>Or</u> California State Fire Marshal Company Officer 2E: Wildland Incident Operations (40 hours) <u>Or</u> NFA Introduction to Wildland/Urban Interface Firefighting for the Structural Company Officer <u>Or</u> NFA Introduction to Wildland/Urban Interface Firefighting for the Structural Company Officer	Prior to Acting SC or Promotion	YFD Instructor or Outside Instructor for NFA courses	YFD Training Certificate (Signed by instructor or certificate for NFA)



Yakima Fire Department



Task Sheet

Practical Evolution: ERS

Candidate: _____ Date Initiated: _____

Performance Outcome: The Acting Shift Commander will over a period of multiple different days will be able to accomplish the tasks listed below.						
Conditions: The candidate shall demonstrate the ability to:						
	TASKS		Pass Date	Pass Date	Pass Date	Competency Achieved Signature
1	The Acting Shift Commander will complete, edit and close/archive an ERS roster.					
2	The Acting Shift Commander will change a user's password and alter security privileges in ERS Administration.					
3	The Acting Shift Commander will reference the ERS Library for archived information.					
4	The Acting Shift Commander will run ERS reports and add specific (their choice) reports to their Favorites. Incomplete reports, Training not completed by personnel, Occupancies for Action,					
5	The Acting Shift Commander will review ERS incident reports according to YFD standards and protocols for professionalism, completeness, thoroughness, etc.					
6	The Acting Shift Commander will use the Advanced Search option to narrow parameters for a person, date range, type of call, etc.					
7	The Acting Shift Commander will assign incomplete reports to the appropriate company officer.					
8	The Acting Shift Commander will reassign an ERS report from one person to another.					

9	The Acting Shift Commander will make a report incomplete.					
Overall Performance						

Evaluator Comments: _____

When the task sheet is completed sign below. Make a copy for your training file and keep the original.

Candidate Signature _____ Date _____

Evaluator Signature _____ Date _____



Yakima Fire Department



Task Sheet

Practical Evolution: Press Release

Candidate: _____ Date Initiated: _____

Performance Outcome: The Acting Shift Commander will over a period of multiple different days will be able to accomplish the tasks listed below.						
Conditions: The candidate shall demonstrate the ability to:						
	TASKS		Pass	Pass	Pass	Competency Achieved Signature
			Date	Date	Date	
1	The Acting Shift Commander will write a press release using the department website.					
2	The Acting Shift Commander will disseminate appropriate information and withhold inappropriate information in the press release.					
Overall Performance						

Evaluator Comments: _____

When the task sheet is completed sign below. Make a copy for your training file and keep the original.

Candidate Signature _____ Date _____

Evaluator Signature _____ Date _____



Yakima Fire Department



Task Sheet

Practical Evolution: TAMS

Candidate: _____ Date Initiated: _____

Performance Outcome:						
Conditions: The candidate shall demonstrate the ability to:						
	TASKS		Pass	Pass	Pass	Competency Achieved Signature
			Date	Date	Date	
1	The Acting Shift Commander will properly evaluate time off requests in the queue and approve as appropriate.					
2	The Acting Shift Commander will be able to adjust the TAMS roster to current department standards and in accordance with the CBA for daily operations.					
3	The Acting Shift Commander will properly handle TAMS roster when someone has called in sick.					
4	The Acting Shift Commander understands TAMS is the program by which employees are paid and accrued time off balances debited.					
5	The Acting Shift Commander will properly handle TAMS roster when someone is requesting a day off via phone call or other method.					
6	The Acting Shift Commander will properly handle TAMS roster when personnel are approved for Union leave, Training Time, Military leave, etc.					
7	The Acting Shift Commander understands each field in the header and how to set a default view in the Schedule and Document Review tabs.					
8	The Acting Shift Commander assigns appropriate pay (Status) codes to personnel on the TAMS roster. (Acting pay, station transfer, etc.)					
9	The Acting Shift Commander will assign Acting officers, Drivers, Firefighters and					

	firefighter/rovers in TAMS using the Driver rotation list for the coming month.					
10	The Acting Shift Commander will properly return a leave request from the TAMS roster.					
11	The Acting Shift Commander will appropriately cancel a time off request from the TAMS roster when					
12	The Acting Shift Commander is able to Override TAMS when approving time off requests.					
13	The Acting Shift Commander will adjust the type of time and date initially requested by a submitter in TAMS. (Change from vacation time to holiday time, trade a Kelly day, etc.)					
	Overall Performance					

Evaluator Comments: _____

When the task sheet is completed sign below. Make a copy for your training file and keep the original.

Candidate Signature _____ Date _____

Evaluator Signature _____ Date _____

	calls you, telling you they will be about 3 hours. Will you need to rotate a crew out to replace them on scene? Do you need to hire a crew to backfill for them?					
5	Explain how to determine which position created the vacancy for hiring an overtime position.					
6	Explain the proper procedure for hiring to fill an overtime position.					
7	Given a scenario, the candidate was able to locate the proper SOP or Admin Policy to give correct information. Scenario: An employee has a major water leak at their home. There is no time available. Are you able to release this person? For how long? What type of time? What if they need more time?					
	Overall Performance					

Evaluator Comments: _____

When the task sheet is completed sign below. Make a copy for your training file and keep the original.

Candidate Signature _____ Date _____

Evaluator Signature _____ Date _____



Yakima Fire Department



Task Sheet

Practical Evolution: Command Car, MDC, Spillman, and IPSS

Candidate: _____ Date: _____

Performance Outcome: The Candidate will be able to operate the Command vehicles and all equipment within.						
Conditions: The candidate shall demonstrate the ability to:						
	TASKS		Pass Date	Pass Date	Pass Date	Competency Achieved Signature
1	Candidate will demonstrate how to get in BT91 and BT291 when the keys are locked inside.					
2	Candidate will show how to operate all emergency lights.					
3	Candidate will locate the following equipment and explain any nuances associated with it: <ul style="list-style-type: none"> • Ammonia Detector • MDC Modem • Inverter • Investigator Camera • KNOX Box • Lock Out-Tag Out system • West Valley KNOX key 					
4	With the MDC off, Candidate will log into Spillman and also open IPSS.					
5	Candidate will show how to read call notes from an ongoing incident.					
6	Candidate will show how to set up Spillman with Agency Apparatus and Calls.					
7	Candidate will start computer in back of apparatus and bring up a pre-incident plan.					
Overall Performance						

Evaluator Comments: _____

When the task sheet is completed sign below. Make a copy for your training file and keep the original.

Candidate Signature _____ Date _____

Evaluator Signature _____ Date _____



Yakima Fire Department



Task Sheet

Practical Evolution: YFD Main Calendar, YFD Shared Tasks

Candidate: _____ Date: _____

Performance Outcome: The Candidate will be able to assist Firefighters and Officers in setting up their YFD Main Calendar, work proficiently within the YFD Main Calendar, and review and assign YFD Shared Tasks.						
Conditions: The candidate shall demonstrate the ability to:						
	TASKS		Pass	Pass	Pass	Competency Achieved Signature
			Date	Date	Date	
1	The Candidate will show how to set up the YFD Main calendar.					
2	The Candidate will show how to set up the YFD Shared Tasks.					
3	The Candidate will show how to set up a new appointment including inviting personnel and reserving a classroom.					
4	The Candidate will show how to check for newly created Shared Tasks.					
5	The Candidate will show the proper way to assign a Shared Task.					
6	The Candidate will show how to check if the task has been completed, and if so, complete the task on the YFD Shared Task.					
7	Utilizing the YFD Main Calendar as a guide, the Candidate will organize and conduct two shift 0820 conference calls.					
Overall Performance						

Evaluator Comments: _____

When the task sheet is completed sign below. Make a copy for your training file and keep the original.

Candidate Signature _____ Date _____

Evaluator Signature _____ Date _____

Yakima Fire Department
Shift Commander
Task Book Completion Signatures

Section	Date Completed	SC Signature
Academy	_____	_____
Outside Classes	_____	_____
Task Sheets	_____	_____

Candidate Name _____

Candidate Signature _____ Date _____

DC of Operations Signature _____ Date _____

APPENDIX D – WA PAID FAMILY MEDICAL LEAVE MOU

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF YAKIMA,
AND YAKIMA FIREFIGHTERS ASSOCIATION LOCAL 469.**

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

Whereas, beginning January 1, 2020, employees became eligible for a new statewide mandatory insurance program known as the Washington State Paid Family and Medical Leave Act (PFMLA). Employees are eligible to file claims with the Washington State Employment Security Department and receive payments from the Washington State Employment Security Department for qualifying events. Employees may be eligible for leave to care for themselves or a family member's illness or medical event, to care for and bond with a new child, or for certain military-connected events; and

Whereas, the new law generally allows employees to take up to twelve (12) weeks of leave for qualifying events. In some cases, such as multiple events in one year or a complication in pregnancy, more leave may be available. If an employee is entitled to leave under the PFMLA at the same time as he/she is entitled to leave under the federal Family Medical Leave Act (FMLA), or other leave to which the employee may be entitled, such leave shall run concurrently. Leave under the PFMLA and leave under the federal FMLA is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth, and it is in addition to sick leave an employee is entitled to under the state paid sick leave law, RCW 49.46.210.

Therefore, in addition to any PFMLA benefits the employee receives, the employee may supplement the PFMLA benefits with accrued sick leave, compensatory time, vacation, and/or holiday leave with up to one half (1/2) of the employee's regularly scheduled hours per week. Any accrued leave used in excess of one half (1/2) of the employees regularly scheduled hours will be reported to the Employment Security Department as regular wages.

It shall be the responsibility of the employee to apply for PFML through the Employment Security Department. The employee, if possible, shall inform the fire department timekeeper in advance and in writing if they want to utilize supplemental benefits and the amount of benefits they would like to use, and also provide updates as appropriate.

It shall be the employee's responsibility to coordinate this benefit with PFML to ensure that he/she does not violate any of the terms and conditions of the program and report hours accurately. Further, the IAFF 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) related to this MOU, except to the extent that any such action was precipitated by the City's alleged breach of this MOU.

This MOU is executed by the parties this 1st day of ~~Nov~~^{Dec}ember, 2020.



Bob Harrison
City Manager

CITY CONTRACT NO: 2020-193
RESOLUTION NO: R-2019-018



Nick Sloan
IAFF Local 469 President

APPENDIX E – OPERATIONAL GUIDELINE 1.002 STAFFING & SCHEDULING



<h1>YAKIMA FIRE DEPARTMENT</h1>	
Policy	NUMBER: 1.002
Administration	EFFECTIVE DATE: 7-27-2022
TITLE: Department Staffing and Scheduling	REISSUED DATE:

PURPOSE:

The purpose of this Operational Guideline is to define the process for scheduling personnel to staff Yakima Fire Department apparatus during normal shifts and overtime. The intent is for all personnel to have a clear understanding of the parameters that must be followed when scheduling personnel.

SCOPE:

All Yakima Fire Department personnel are expected to know, understand and operate according to this Policy. This Policy is to be implemented when personnel are being scheduled for normal shifts and overtime, as well as any other training or department obligations that may occur.

POLICY:

When scheduling work hours or accepting those hours, the following items will outline the processes to follow:

A. METHOD OF HIRING

1. Sending out notification requests
 - a. A communication program will be provided by the department for contacting personnel for overtime hiring, emergency call back, and other desired distribution of department information.
 - b. If the Shift Commander or designee is occupied and is unavailable to send out a notification as needed, they will call the backline for SunComm and have them send out a notification through the department communication program.
 - c. If the Shift Commander is unavailable and the dispatcher sends out a notification, the ARFF person will access the notification system and assist with filling the positions. If the ARFF person is unavailable, the Shift Commander can also seek assistance from the on-duty Captains or personnel in admin.
 - d. The communication program (notification system) will contact each employee (via) text as the default contact method.

2. Replying to notification requests
 - a. Members of the department will reply through the communication program. Do not call the Shift Commander's phone or the fire station landline.
 - b. All notifications will be sent in a similar format, for ease of use for the information receiver. The basic notification will be a request to work. This will have 3 standard responses:

- i. A reply of “YES” will indicate that an employee would like to be added to the list of eligible personnel to be hired for the position if there is only 1 opening on the page.
 - ii. If multiple openings are being paged for, eligible responders will reply “YES” and indicate which shift they are eligible to work or prefer. IF multiple openings are on the page and the employee simply replies “YES”, they will be placed in an order of preference on the opening with the fewest respondents.
 - iii. A reply of “NO” will indicate that an employee received the page, but does not intend to come in for work.
- c. Do not reply “YES” to the page if you are not eligible. For instance, if the OT will put you over 96 hours.
 - d. Employees will be contacted by the on-duty Shift Commander if they are hired for the OT shift.

B. SETTING THE ROSTER

1. The roster will be set to the staffing level desired by the Fire Chief or his designee at 1700 hours on the night of the set previous to the next time the same shift is scheduled to work. This will allow overtime hiring from 1700 to 2100 hours to be completed for the properly open positions. The roster is set for both days of the following shifts and hiring will be done based on the position vacated. If any acting positions are vacated after this time (1700 hrs.), it will be an employee of equal position (rank), not an actor.
2. Any vacancies created after the roster is set will be filled by following the section titled, “Hiring Process” below.

C. HIRING FOR THE POSITION THAT CREATES THE OPENING

1. The vacancy rank to be filled will be determined by the last person to request leave, regardless of type of leave.
2. All leave initiated the prior year will be considered as requested on Jan 1 of the current year, same time. The vacant rank will then be hired for.
3. Leave approved by the Deputy Chief for Training Time, Union Leave and similar will be dated the day the Deputy Chief approves the leave.
4. Once the Shift Roster is set (1700 hrs the previous set) any personnel shortage created will be filled by a person of the appropriate rank. (example, an Acting Lieutenant calls in sick after the roster is set, the opening created is for a Lieutenant)
5. When a Roving Lieutenant is assigned to ride backwards on an apparatus and another employee of the same position or higher takes time off, the Roving Lieutenant will be reassigned to work the officer position and the position to fill is a firefighter.
6. In the event of a vacancy created by an officer (To include Shift Commander, Captain and Lieutenant) due to the use of any City approved method of time off creates a Personnel Shortage, the department will fill the position in the following manner:
 - a. An off-duty officer equal to the rank that created the vacancy may be hired to fill the vacant officer position.

- b. If there are no off-duty officers of equal rank available, an on duty Acting Officer may fill the vacant position and the position that person vacated will then be filled as the vacant position from off duty personnel.
 - c. If there are no on-duty Acting Officers available, an off-duty Acting officer may be hired to fill the vacant position
 - d. If the above steps do not result in the vacant position being filled, use the Mandatory Hiring Process. At no time shall the hiring of a company officer or shift commander cascade down more than a single rank. (Shift Commander to Captain, Captain to Lieutenant, or Lieutenant to Firefighter)
7. In the event of a vacancy created by a Firefighter due to the use of any City approved method of time off, the department will fill the position in the following manner:
- a. An off-duty Firefighter will be hired to fill the vacant position
 - b. If this does not result in the vacant position being filled, use the Mandatory Hiring Process.

D. HIRING PROCESS

1. Rules of Hiring

- a. If a personnel shortage occurs, a person will be hired according to the Collective Bargaining Agreement in order to maintain the staffing at the established levels
- b. Shift Commanders or designee (such as the firefighter assigned to ARFF or a company officer) will hire personnel between 1700 hours and 2100 hours on the day the shift is working prior to the next time the same shift works, or during these same hours the night before a different shift works.
- c. The night the shift is working prior to the next set they work; the Shift Commander or designee will determine personnel shortage needs for their next set (both 24-hour shifts) and hire for any vacancies at this time. When this occurs, the roster is set and positions vacated are filled by the rank when possible.
- d. One notification page will be sent announcing the position and duration of the overtime to meet department staffing standards. If there is no response to the OT notification, a second page will be sent. If the overtime notification takes place the night before the opening is to occur, a maximum of 2 pages will be sent for any 1 opening. If an opening still exists, the notification process will be followed in the morning at 0700 hrs. If the vacancies remain unfilled, the Mandatory Hiring Process shall be implemented. Mandating OT should only occur in the morning, or if an opening occurs unexpectedly mid-shift and needs to be filled immediately.
- e. The standard call back time is 30 minutes from the time the page is sent. When hiring for a vacant position that immediately needs to be filled, or if the time is under 10 hours, a 10-minute call back period shall be used to fill the vacancy. (CBA 29.6)
- f. For personnel shortage, the Shift Commander or designee will place all personnel who reply “YES” to the notification text on a hiring list. After the allotted time has passed, the SC will hire the highest person on the Personnel Shortage List.
- g. The Shift Commander or designee will place the date and number of hours worked on the appropriate Personnel Shortage list on CityICE.
- h. If an employee accepts the OT shift scheduled out more than 1 day in the future, they will immediately be moved to the bottom of the OT list (Still leave their OT

shift as pending) and this will be their new position on the list. This will enable the employee to be qualified to accept other OT openings that will occur before or after the pre-scheduled opening from that new position on the OT register. If the employee is selected for this more recent OT shift, the employee will retain both shifts.

- i. Personnel are not allowed to work more than 96 hours continuously for Personnel Shortage. Emergency call back is not included in this restriction.
- j. When a page is sent for overtime, a person may split the shift with another person of equal rank who is qualified for the vacant position. It is the responsibility of the person accepting the OT to find the person to split within the allotted call back time of the page (10 or 30 mins). The person accepting the OT will be charged for the full amount of time as stated in the page. The person accepting the OT must be eligible for the OT. The Shift Commander or Designee will split the Personnel Shortage time appropriately on the TAMS.
- k. If a member of the department works 19 or more hours of overtime, either on one shift or a combination of partial shifts of 10 hours or more, that member will be moved to the bottom of the appropriate Personnel Shortage List.
- l. If a member of the department works 9 or less hours of overtime, the hours will not be counted towards their total hours accrued.
- m. Personnel on vacation or holiday time may work emergency call back and will have their vacation or holiday time off restored to their bank for the duration of the emergency call back period.
- n. Members of the department on a Kelly Day are eligible to be considered for overtime hiring.
- o. Shift trades are not allowed while on Overtime.

E. MANDATORY HIRING PROCESS

1. If, after the two notification pages, no one volunteers for the vacant position, the Shift Commander will begin the Mandatory Overtime (OT) procedure as follows:
 - a. Personnel currently on duty (going off shift) who are of the rank of eligible for the vacant position will be asked if they are willing would like to take the mandated position.
 - b. If none of the personnel going off shift in the rank of the opening are willing to take the mandated position, a qualified actor for the vacant position may fill the mandated vacancy.
 - c. If none of the personnel going off shift are willing to work the mandated vacancy, the highest person leaving shift on the Mandated OT list on CityICE will be mandated to remain and work the vacant position.
 - d. If no one going off shift is able to remain, the first person on the Mandated OT list will remain at work until the Shift Commander can call in someone that was already off duty, starting at the top of the Mandatory Hiring List.
 - e. Personnel filling a mandated vacancy listed above will move to the bottom of the Mandatory Hiring List, and will maintain their position on the normal Personnel Shortage list.
2. Acceptable reasons for a Shift Commander or Acting Shift Commander or designee to pass over an employee for mandatory overtime will be as follows:
 - a. Sole provider and lack of child care.

- b. The person is ill or has an ill family member and no other available adult supervision
- c. Incapacitated due to a substance or medication.
- d. Compassionate leave.
- e. Approved vacation leave resulting in out of town location (away from permanent residence).
- f. Creating a continuous shift greater than 72 hrs.
- g. Other instances per the Fire Chief or Deputy Fire Chief discretion

RESPONSIBILITY:

A. Firefighter

1. Firefighters are responsible to understand and follow this policy
2. Firefighters are responsible to provide their phone number and preferred method of notification (text, phone, other as available by the system) for the notification system. If an individual is having problems receiving notifications, they need to contact the SUN COMM Assistant Communications Manager via email.

B. Company Officer

1. Company Officers are responsible to understand and follow this policy
2. Company Officers are responsible to provide their phone number and preferred method of notification (text, phone, other as available by the system) for the notification system. If an individual is having problems receiving notifications, they need to contact the SUN COMM Assistant Communications Manager via email.

C. Shift Commander

1. Shift Commanders are responsible to understand, follow, and implement this policy.
2. Shift Commanders are responsible to provide their phone number and preferred method of notification (text, phone, other as available by the system) for the notification system. If an individual is having problems receiving notifications, they need to contact the SUN COMM Assistant Communications Manager via email.
3. Shift Commanders will document all time and attendance for personnel staffing apparatus in accordance with department and CBA standards using the City's time attendance records management system.
4. The Shift Commanders are responsible for maintaining the personnel in appropriate groups that are assigned to their own shift. This will include their shift group and any rank groups or teams their personnel belong to.
5. Shift Commander will review the group lists (firefighters and company officer shift assignments) monthly for any errors or updates that may be necessary.
6. The Shift Commanders will maintain a list of eligible actors for all ranks on their respective shifts, and the order in which the actors should be requested, if no current candidates are on the register.
7. The Shift Commanders will maintain the structured overtime hiring list showing personnel hired most recently (at the bottom of the list and considered last to be offered overtime.)

D. Deputy Fire Chief

1. Ensure all assigned personnel follow this policy

E. Fire Chief

1. Ensure all assigned personnel follow this policy