

COLLECTIVE BARGAINING AGREEMENT

COVERING PERS FIRE DEPARTMENT EMPLOYEES AND 9-1-1 CALLTAKERS

By and Between

THE CITY OF YAKIMA, WASHINGTON

and

LOCAL 469,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
AFL-CIO

EFFECTIVE:

January 1, 2007, through December 31, 2009.

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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 2007, 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 regular Fire Department employees in the Public Employees Retirement System (PERS) classifications and 9-1-1 Calltakers. Excluded from the bargaining unit are the Fire Chief, Deputy Fire Chief, Battalion Chiefs, Fire Department Administrative Assistant, Uniformed Firefighter personnel, Fire Dispatchers, Public Safety Communications Supervisor, Communication Division Office Assistant, Public Safety Communications Division Manager, and all other employees of the Fire Department and Police Department.

ARTICLE 2 - UNION SECURITY

2.1 Each employee in this bargaining unit may become or remain a member of the Union. Employees not desirous of membership in the Union shall be subject to a representation service fee equal to the base mandatory dues and assessments, which shall be a condition of continued employment. Said membership or fee payment shall become mandatory upon successful completion of a one (1) year period of service and in accordance with provisions of the Public Employee Collective Bargaining Act, RCW, 41.56. Nothing herein shall preclude membership in the Union of any

employee who so requests prior to completion of one (1) year of service.

ARTICLE 3 - PAYROLL DEDUCTIONS

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

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

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. City affairs which are not included within negotiable matters pertaining to wages, hours and working conditions are inclusive of the following, but not limited thereto:

- (a) The right to establish and institute work rules and procedures upon reasonable notice to bargaining unit members. All personnel rules and policies developed by the Employer which are intended to be applicable to Union members shall be in written form and posted in the department 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 department manual.
- (c) The right to lay off employees for lack of work or funds or because of the occurrence of conditions beyond the control of the City or where the continuation of work would be wasteful and unproductive in the opinion of City officials.
- (d) The right to discipline or discharge employees for just cause; provided that the City's right to discipline or discharge initial hires during their probationary period shall not be limited by this section. The parties agree to study policies for administering this section.
- (e) The right to assign incidental duties reasonably connected with but not necessarily enumerated in job descriptions, shall nevertheless be performed by employees when requested to do so by the Employer.
- (f) The right to take whatever actions the Employer deems necessary to carry out services in an emergency.

ARTICLE 5 - EMPLOYEE RIGHTS

5.1 Except as otherwise provided in this labor contract, the provisions of this labor agreement, where applicable, shall not be construed as a waiver of the Union's right to request and require bargaining in accordance with the provisions of Chapter 41.56, RCW.

5.2 Employees shall be permitted to wear either one (1) union tie tack or one (1) union pin on department uniforms. The tie tack or pin shall not exceed 5/8 inch in diameter.

ARTICLE 6 - PRODUCTIVITY

6.1 The parties mutually recognize the desirability of improving productivity in order to provide maximum services at reduced costs. The Union agrees to actively cooperate and participate in studies and agrees to discuss the implementation of programs to promote efficiency, productivity and to reduce departmental costs. The goal of the parties is to jointly work to reduce overtime.

6.2 A joint committee shall be formed to promote labor peace, harmony and productivity. The committee shall be composed of two representatives designated by the Union, two by the City Council and two designated by management, and shall meet from time to time as either party may reasonably request.

6.3 The City understands the Union's concern regarding the shortage of manpower and will discuss the impacts of any potential shortages in personnel and will pursue, with Union input, adequate resources to apply to needed services in the event of future annexations and/or mergers.

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

ARTICLE 7 - EQUAL OPPORTUNITY CLAUSE

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

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 Policy. The parties recognize that the most effective accomplishment of the work of the City requires prompt consideration and equitable adjustments of employees' grievances. It is the desire of the parties to adjust grievances informally whenever possible, and both management

and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there may be a grievance which can be resolved only after a formal review. Accordingly, the following procedure is hereby established in order that grievances of employees covered by this agreement may be resolved as fairly and expeditiously as possible.

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

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

8.3 Process.

- (a) To be reviewable under this procedure a grievance must be commenced within sixty days (60) working days after the grieving party has been made reasonably aware of the circumstances giving rise to the grievance.

- (b) Because of the diversity of the group covered under this agreement, in each step it is identified by position to which supervisory position is responsible. If a position isn't named in a particular step then they would skip to the next step identified for that position.

- (c) Step 1 - Discussion With Immediate Supervisor - As soon as possible, but in no case later than the time period specified above, an employee shall first discuss his/her grievance with his/her immediate supervisor. Said supervisor shall make an investigation of the relevant facts and circumstances of the complaint and provide a written decision within seven (7) working days.

9-1-1 Calltakers -- Public Safety Lead Dispatcher
Electronic Technicians -- Electronics Supervisor
Fire Dept Mechanic -- Deputy Chief, Ops/Logistics
Secretary II -- Deputy Chief, Ops/Logistics

- (d) Step 2 - Grievance timely filed in writing with Public Safety Communications Supervisor - If the employee and the immediate supervisor cannot reach agreement regarding a remedy the employee may, provided the employee timely files the grievance at this step within twenty (20) working days of receipt of the immediate supervisors written

decision, submit the written grievance to the Division Supervisor. The Division Supervisor shall conduct an investigation and provide a written decision within twenty (20) working days of receipt of the grievance.

9-1-1 Calltakers ---- Communications Supervisor

- (e) Step 3 - Grievance Appealed to the Communications Manager. If the employee and Immediate/Intermediate Supervisor cannot reach agreement regarding a remedy, the employee may, within twenty (20) working days of receipt of the written decision, submit the grievance to the Communications Manager. The Manager shall make a separate investigation of the issue(s) and notify the employee in writing of his/her decision, and the reasons therefore, within twenty (20) working days.

Electronic Technicians -- Communications
Manager

9-1-1 Calltakers ---- Communications Manager

- (f) Step 4 - Grievance Appealed To Chief(s) - If the employee and Immediate or Communications Supervisor or the Communications Manager cannot reach agreement regarding a remedy, the employee may, within twenty (20) working days of receipt of the written decision, submit the grievance to the Chief(s) of the Department(s). The Chief(s) shall make a separate investigation of the issue(s) and notify the employee in writing of his decision, and the reasons therefore, within twenty (20) working days.

9-1-1 Calltakers --- Police & Fire Chief
Electronic Technicians ---- Police & Fire Chief
Mechanic --- Fire Chief
Secretary II --- Fire Chief

- (g) Step 5 - Grievance Appealed To City Manager - If the grieving party is dissatisfied with the decision of the Chief(s) of the Department(s), the employee may within twenty (20) working days request a review by the City Manager. The City Manager shall forward a written decision to the employee within twenty (20) working days from receipt of the grievance.

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

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

- (i) Any grievance which the City's management may have against the Union shall be reduced to writing and submitted to the President of the Union local. If the matter is not satisfactorily settled within

fifteen (15) working days, appeal may be instituted as set forth in 8.3(g), Step 6, above.

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

8.4 Special Provisions.

- (a) A Union representative and/or aggrieved party shall be granted time off without loss of pay for the purpose of processing a grievance as provided in 8.3(f), Step 5, above.
- (b) A grievance may be entertained in or advanced to any step in the grievance procedure if the parties so jointly agree.
- (c) The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties involved at the step to be extended.
- (d) Non-contract disputes only: Wages, hours and working conditions not specifically covered by the terms and conditions of this Agreement shall be subject to the grievance procedure up to, but not including, arbitration. If the City and the grievant are unable to reach agreement at the City Manager level, where the grievance is not subject to arbitration, a three person board will be formed. Management will select one member and the Union will select one member of the Board. The two members will select the third member who shall act as chairperson. All members of this Board must be citizens or employees of the City of Yakima. In the event the two members cannot agree as to the selection of the third member, each

member may submit one name whereby the chairperson shall be selected by lot. Any expenses for the services of the third party chairperson shall be borne equally by the parties. The decision of this Board shall be binding on the parties in non-contractual grievances.

ARTICLE 9 - RELEASE FROM DUTY

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

ARTICLE 10 - COLLECTIVE BARGAINING COMMITTEES

10.1 Collective bargaining between the parties shall be carried out by the City Manager or his designees, on behalf of the City Council, and a committee representing the Union. No later than August 5 of each year, the Secretary of the Union and the City Manager shall notify one another regarding the names of persons constituting their respective bargaining committees. If a communication is forwarded previous to that date, a response will be made within ten (10) working days.

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

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

ARTICLE 11 - COLLECTIVE BARGAINING PROCEDURE

11.1 General. All negotiable matters pertaining to wages, hours and working conditions shall be established through the negotiation procedure as provided by RCW 41.56. No ordinances existing at the time of execution of this Agreement relating to wage, hours and working conditions for members of the bargaining unit shall be amended or repealed during the term of this Agreement without written concurrence of both parties.

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

11.3 Impasse Resolution

- (a) Mediation - In the event the Union and the City are unable to resolve any negotiable matters relating to wages, hours, and working conditions for PERS employees, and before any final City Council action by ordinance, resolution or otherwise, either party may request mediation. Said request must be filed within seven (7) calendar days from the declaration of impasse. Before mediation is requested, the unresolved

matter may be reduced to writing and reasonable notice given to the other party of intentions to seek mediation. Mediation shall be conducted by the Washington State Public Employment Relations Commission.

- (b) Consideration by City Council - In the event the Union and the City are unable to resolve any negotiable matters relating to wages, hours, and working conditions for PERS employees, such unresolved matters may be submitted by either party hereto, to the Yakima City Council for discussion and consideration by that body in an effort to satisfactorily settle such unresolved matter prior to any final City Council action by ordinance, resolution or otherwise. Such consideration by the Council shall be made within fifteen(15) calendar days following a written request. The parties shall have the right to be in attendance and be heard.

11.4 If the Union and the City desires that there be mediation as provided above, in Section 11.3 (a), the Union or the City must request in writing to the other party that such mediation procedure be complied with prior to the submittal of the matter to the City Council for consideration.

ARTICLE 12 - PROMOTIONAL STANDARDS

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

12.2 Upon being promoted from 911 Calltaker to Public Safety Dispatcher an employee that is at steps A, B or C will be promoted to Public Safety Dispatcher Step C. Those 911 Calltakers at steps D or E will be promoted to step D.

12.3 Any time during the probationary period in the Public Safety Dispatcher classification a promoted employee may either voluntarily (with the approval of management) or by

direction of management return to the position of 9-1-1 Calltaker with no loss of seniority as long as the action was not the result of disciplinary action.

ARTICLE 13 - REFRESHMENT FUNDS

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

ARTICLE 14 - WAGES

14.1 Effective 1-1-08 the base salary of bargaining unit members will be increased by 100% blended average of west coast cities CPI and Seattle, CPI June to June with a minimum of 2% and a maximum of 4%

14.2 Effective 7-1-08 a step F of 5 % increase will be added to LEOFF pay code. Employees having served one year in step "E" of their permanently assigned grade would be eligible to advance to the new "F" step on July 1 of 2008. Those persons that have not been at step "E" for one year on July 1 of 2008, would move to step "F" on the anniversary date of completing step "E".

14.3 Effective 1-1-09 the base salary of bargaining unit members will be increased by 100% blended average of west coast cities CPI and Seattle, CPI June to June with a minimum of 2% and a maximum of 4%

14.4 Effective 7-1-09 will be a base wage increased of 1%

ARTICLE 15 - HEALTH CARE INSURANCE

15.1 Medical, Vision and Dental Care Coverage -

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

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

15.2 Health and Dental Care Premium Contributions -

- (a) Employee Health Care Premium Contribution: Bargaining unit member employee only health care coverage shall be paid for by the City and shall be at no cost to the employee.
- (b) Dependent Health Care Premium Contributions: The City and the employee shall share dependent medical program premiums on a 50% by the Employer and 50% by the employee basis, with a maximum employee contribution of \$154 per month.
- (c) Dental Care Premium Contributions: The City shall pay the premium for bargaining unit member employee and dependent dental care coverage.
- (d) Employee contributions under this Article will be accomplished through normal payroll deductions.

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

- (a) Retirees covered at the time of execution of this agreement and future retirees may elect to remain in the group medical plan until they reach age 65, but they must pay the required premium for such group medical plan.
- (b) Spouses of retirees may remain in the group medical plan until they reach age 65 or in the case of spouses of deceased retirees, until they reach age 65 or remarry, whichever occurs first.
- (c) Other dependents of retirees may remain in the group health care plan as long as they remain eligible under the provisions of the plan or when coverage for the retiree and spouse, or, the spouse of deceased retiree terminates, at which time such dependent insurance coverage would cease regardless of the age of the dependents.

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

ARTICLE 16 - LIFE INSURANCE

16.1 The City will provide, without cost to the employee, \$20,000 in face amount of life insurance.

ARTICLE 17 - LONGEVITY PAY

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

<u>Service In Years</u>	<u>Percent Of Base Pay</u>
4	1.5
9	3
14	4.5
19	6
24	8
29	10

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

ARTICLE 18 - SPECIAL PAYS

18.1 Acting Pay The City will pay acting assignment pay of at least 5% above the normal base pay or the pay rate of the D-Step of the next higher pay grade, whichever is greater, for an individual, excluding Calltakers, for such period of continuous service, provided the individual serves a minimum of eight (8) hours in such higher classification, having been so assigned by the Fire Chief or his designee and provided further that the individual exercises the responsibility, including operation and administrative duties as they apply. The City will pay acting assignment pay of at least 5% above the normal base pay or the pay rate of the C-Step of the next higher pay grade for a Calltaker currently in Step A, B or C; or D-Step of the next higher pay grade for a Calltaker currently in Step D or E, whichever is greater, for an individual for such period of

continuous service, provided the individual serves a minimum of one-half (1/2) shift as Public Safety Dispatcher, having been so assigned by the Administration or their designee and provided further that the individual exercises the duties as they apply.

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

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

(a) Generally, Acting Dispatcher training shall be offered first to the 911 Calltaker on the top of the current promotional register.

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

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

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

18.4 Call Back.

(a) An employee who is called back to duty after his scheduled shift has terminated, but before the

scheduled start of his next shift, shall be paid for all hours worked, but not less than two (2) hours of overtime at the applicable overtime rate.

- (b) The call back bonus will not be available for a "hold over" defined as an extension of a regular or reassigned shift due to manning requirements or an emergency circumstance. However, overtime at the applicable overtime rate shall be paid for work performed.

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

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

18.7 Trainers. From time to time employees shall be designated as trainers to assist in the training of new employees. Management will select trainers based on interest, skill level and ability to train. Management will attempt to provide selected employees with instructor training and certifications as available. Employees selected as trainers shall be paid a special pay of \$45.00 per month when actively training, provided they are so engaged at least 75 percent of the hours in the month. Effective 1-1-08 the special pay for Trainer shall be increased to \$60.00 per month. Effective 1-1-09 the Trainer special pay shall be increased by 5%.

18.8 Bilingual Calltakers. Qualified bilingual (Spanish speaking) Calltakers shall receive a special pay of \$40.00 per month. Employees must pass a proficiency test administered by Human Resources to qualify. The Communications Manager may waive this testing requirement if the employee can demonstrate to the satisfaction of the Communications Manager, through documentation or otherwise (i.e., court interpreter certification from the State of Washington), that the employee has sufficient bilingual skills in the Spanish Language. Effective 1-1-08 the special

pay for Bilingual shall be increased to \$75.00 per month. Effective 1-1-09 the Bilingual special pay shall be increased by 5%.

18.9 Tool Allowance for Electronic Technicians and Maintenance Mechanic. The employer will pay up to one percent (1%) of an employees base salary for tool replacement allowance subject to prior approval on an item-by-item bases by the Employer. The purpose of this tool allowance is to provide for replacement of broken and / or stolen tools subject to the Employer's approval.

18.10 MSAG/Geofile Technician. Beginning 1-1-08 the employer will pay \$40.00 per month to the employee(s) assigned the duties of maintaining the Master Street Addressing Guide (MSAG) or the Computer Aided Dispatching Geographical File (Geofile). This assignment shall be at the discretion of the Communications Manager and if assigned to more than one employee the total special pay shall be divided equally among those assigned. Effective 1-1-09 the MSAG/Geofile Technician special pay shall be increased by 5%.

ARTICLE 19 - VACATION LEAVE

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

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

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

19.3 Service in years for bargaining unit members is defined as the most recent period of employment unbroken by voluntary termination, voluntary retirement, voluntary leaves of absence in excess of thirty (30) days or termination for cause. Such service shall not be considered broken by period of disability retirement, or leave without pay in excess of thirty (30) days for medical reasons, if approved by the Fire Civil Service Commission during which times no service credit shall accrue. Layoff shall not be considered a break in service providing that failure to accept the first offer of re-employment for any reason shall constitute a break in service. (No service credit shall accrue during periods of layoff.)

19.4 For bargaining unit members any vacation accumulated over the stated limit shall be paid at 100% of base wage as of December 31 of each year; provided, however, at least 75% 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 Employer's inability to reschedule the vacation time off. Neither party shall unreasonably withhold approval of rescheduling of vacation previously canceled.

19.5 Annual Vacation Requests. Annual vacation requests for the following year shall normally be made in December of the current year. The requests shall be for a singular time period normally not to exceed 120 working hours. Requests will be submitted and considered in order based on the employee's service in years with the Yakima Public Safety Communications Center and with regard for staffing and overtime.

ARTICLE 20 - HOLIDAYS

20.1 Holidays With Pay.

- (a) Day Off. If an employee performs no work on a holiday, within ninety (90) days that employee shall have time off equal to the number of hours

scheduled most frequently in his regularly scheduled shifts.

- (b) Day On. If an employee performs work on a holiday, that employee shall receive his/her regular pay plus time and one-half (1.5) pay for all hours worked. The employee shall have the option of receiving comp-time as specified in Article 25 - Compensatory Time Off.

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

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

20.4 Bargaining unit members shall observe holidays as follows:

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

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

ARTICLE 21 - SICK LEAVE ACCRUAL/EXCHANGE

21.1 Beginning 1-1-08, bargaining unit members whose normally assigned shift is twelve (12) hours shall accrue ten (10) hours of sick leave per month. For the purposes of this Article only, a day shall be construed as eight (8) hours.

21.2 Sick Leave Exchange or Cashout. Bargaining unit members may exchange accrued sick leave for pay or for

additional leave time as appropriate, in accordance with the options provided the employee, subject to the following provisions:

- (a) No cashout of accrued sick leave will be granted for those employees with three hundred sixty (360) hours or less of accrued sick leave except in the event of death in the line of duty.
- (b) Cashout of accrued sick leave will be granted to employees who have accrued in excess of three hundred sixty (360) hours subject to the following provisions:
 - (i) Upon retirement or death, the employee's accrued sick leave up to a maximum of seven hundred twenty (720) hours will be cashed out at the rate of one hundred percent (100%) of the employee's current base pay.
 - (ii) Upon termination under honorable conditions, as distinguished from death or retirement, the employee's accrued sick leave up to a maximum of seven hundred twenty (720) hours will be cashed out at the rate of fifty percent (50%) of the employee's current base pay.
 - (iii) In the event of death in the line of duty, all sick leave will be exchanged for pay at the rate of 100% of the employee's current base pay.
 - (iv) In no case shall the cash out payment exceed Sixteen Thousand Dollars (\$16,000.00); provided, however, this cash out limit shall not apply with regard to a Death in the Line of Duty.
- (c) Sick Leave Exchange. Employees who have accrued more than seven hundred twenty (720) hours may exchange such sick leave for bonus (additional) leave at the rate of twenty-four (24) hours of sick leave for each eight (8) hours of vacation, not to exceed a total of forty (40) hours added leave time annually, utilization of which would be subject to the scheduling and approval by the department head.
- (d) Sick Leave Exchange Procedure. Any regular employee may exchange accrued sick leave as

provided in subsection (c) above at the option of the employee, subject to the following conditions and provisions:

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

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

21.4 Employees who become ill or injured while on approved earned leave (vacation, holiday, or comp time) may utilize sick leave for the period of illness or injury; provided the employee immediately upon becoming incapacitated notifies the division supervisor and presents to management upon returning to work, a certificate from a health care provider, stating the nature and duration of the incapacity.

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

ARTICLE 22 - SICK LEAVE POOL

22.1 The City Manager or his/her designee, in his/her discretion, may grant, with the agreement of the Local 469 Executive Board, to a regular full-time employee who is a member of Local 469 or, with the unanimous agreement of the Union Executive Board to a City employee, shared leave from the leave pool provided the following conditions are met:

- (a) The employee suffers from a catastrophic non-duty related illness or injury.
- (b) The employee has depleted or will shortly deplete his/her total available paid leave. Paid leave is defined as vacation leave, sick leave, accrued compensatory time, holiday time, and personal holiday. Shared leave shall mean paid leave transferred to an employee pursuant to this section.
- (c) Where applicable, the employee has diligently pursued and is found to be ineligible for Washington State Industrial Insurance benefits.
- (d) The employee is not eligible for other disability benefits that meet or exceed the limits set forth in this program pursuant to local law, state law, federal law, insurance, and/or any agreement.
- (e) In requesting, the employee must have been a donating shared leave pool member.

22.2 An employee may donate his/her accrued paid leave hours by submitting a time card specifying the type and amount of hours to be donated to the IAFF Local 469 extended sick/leave pool; provided, that the donated hours do not cause the donor employee's sick leave balance to be less than two hundred eighty-eight (288) hours, unless otherwise approved by the Local 469 Executive Board. The minimum number of hours to be donated at any one time is eight (8) hours. Such time cards must be received by the timekeeper no later than the fifth (5th) day of each month.

22.3 Paid leave shall be transferred on a dollar-value basis. The value of shared leave shall be the dollar value of the paid leave at the time it is recorded as available for use as shared leave. Once shared leave has been transferred to an employee, it shall be transformed into sick leave and so credited to the employee's sick leave accrual. The dollar value of the pool will be increased by the City by the same percentage or dollar-per-hour figure as any wage increase effective for Local 469 members.

22.4 All requests/applications for shared leave shall be in writing on a form provided by Local 469 and directed to the Local 469 Executive Board. Said written application shall contain the following information:

- (a) The number of hours sought from the leave pool, in one-hour increments.
- (b) A physician's statement indicating the nature of the illness or injury, the prognosis for recovery, and the expected duration of the absence. All such information shall be kept confidential.
- (c) An agreement to return to said leave pool any unused hours received from said leave pool upon return to work or termination of his/her employment for any reason.

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

22.5 The Local 469 Executive Board shall recommend whether to approve a request for leave from the leave pool, according to the following factors:

- (a) The nature of the illness or injury of the requesting employee.
- (b) Any history of excessive or abusive use of sick leave by the requesting employee.
- (c) The amount of shared leave available in the leave pool.

22.6 The Union Executive Board shall make every reasonable effort to determine that an employee is granted shared leave only for catastrophic non-duty related illness or injury and the limitations set forth in this policy. Use of shared leave contrary to this Agreement shall result in cancellation of shared leave, the balance of which will be

returned/transferred to the leave pool. The Local 469 Executive Board shall so notify the involved employee and the Director of Finance and Budget.

22.7 Hours awarded from the leave pool shall be on a first-come first-served basis of qualified employees. The maximum withdrawal from the pool shall be limited to the amount required to maintain the requester's employee status for six months from the date of approval, per approval request.

22.8 The Local 469 Executive Board shall send written notification for the award of sick leave hours from the leave pool to the City of Yakima Human Resources Department, with a copy to the Payroll Officer. The Union Executive Board and the City shall notify each requesting employee of the final decision on award of hours from the leave pool.

22.9 The Personnel Officer shall be responsible for monitoring shared leave and shall also be responsible for initiating the proper paperwork to the Payroll Office to adjust the accrued leave balances to the recipient from the leave pool. Records of all transactions from the leave pool to the recipient will be maintained by the Payroll Office with a copy of each transaction also maintained in the Human Resources Office. Recipients shall also have a record of his/her hours received from the leave pool placed in their City and Department personnel file.

ARTICLE 23 - BIRTHING LEAVE/MATERNITY LEAVE

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

ARTICLE 24 - LIGHT DUTY

24.1 Off-duty extended injury, illness, Bargaining unit members who are off-duty due to an extended injury or illness and cannot perform their regular duties may request in writing to the Communications Manager an assignment to light duty. Any light duty assignment will be contingent on the Department's needs and the employee's ability to perform assigned duties within the scope that would be allowed based on a physician's recommendation. All light duty assignments will be for no more than (30) days at which time it will be reviewed by the Communications Manager to determine if any extension of the assignment is warranted. Light duty assignments will not include fire suppression, EMS response, dispatching duties, or delay the appointment or filling of a

Civil Service position due to work being performed by the employee on light duty. Any employee on light duty will maintain all the rights and benefits of this contract and earn job and position seniority as if on full duty.

24.2 On-duty extended injury or illness Bargaining unit members who are injured or incur illness on duty may be required at the discretion of the department to be placed on light duty. Any light duty assignment will be contingent on the Department's needs and the employee's ability to perform assigned duties within the scope that would be allowed based on a physician's recommendation. All light duty assignments will be for no more than (30) days at which time it will be reviewed by the Communications Manager to determine if any extension of the assignment is warranted. Light duty assignments will not include fire suppression, EMS response, dispatching duties, or delay the appointment or filling of a Civil Service position due to work being performed by the employee on light duty. Any employee on light duty will maintain all the rights and benefits of this contract and earn job and position seniority as if on full duty.

ARTICLE 25 - COMPENSATORY TIME OFF

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

Up to forty (40) hours of compensatory time may be accumulated. Use shall be scheduled at the City's discretion with due regard to the wishes of the employees and the City's work requirements.

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

25.3 An off duty employee who is required by the Administration to testify before the Civil Service Board on

matters pertaining to his assigned duties shall be compensated for actual time in attendance in accordance with of this Article. Verification of attendance shall be on a form prescribed by Administration and shall include a statement of hours of attendance signed by Administration.

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

ARTICLE 26 - PUBLIC SAFETY COMMUNICATIONS OPERATIONS

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

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

ARTICLE 27 - HOURS OF WORK AND OVERTIME

27.1 The Employer has the right to schedule bargaining unit members to work eight (8) hour, ten (10) hour or twelve (12) hour work shifts within a twenty-four (24) hour period. The Employer has the right to schedule certain employees to work eight (8) hour, ten (10) hour or twelve (12) hour work shifts. Work schedules designed by the Employer will be consistent with the provisions of FLSA.

27.2 Overtime. For Bargaining Unit members, overtime hours are those hours worked in excess of forty (40) hours in a regularly scheduled seven (7) day work period and all hours outside one's normally assigned shift. For the purposes of computing overtime all paid leave time shall be considered time worked.

27.3 No Pyramiding. Nothing contained in this collective bargaining agreement shall be interpreted or enforced in

such a manner as to result in the duplication, pyramiding or multiple payment (whether by fractions or otherwise) of compensation for such items as overtime involving the same hours of labor.

27.4 Meals and Break Periods Members of this Bargaining Unit will be granted meal period(s) of forty (40) minutes during their shift. On an eight (8) hour shift this will be a single meal period as close to mid shift as possible and on a twelve (12) hour shift there shall be two (2) meal periods, as close as possible to four (4) hours and again at eight (8) hours into their shift. A rest period of fifteen (15) minutes shall be allowed for each four (4) hours of working time. Rest periods shall be provided as near as possible to the midpoint of each four (4) hour work period. Meal and break periods will be provided as long as qualified personnel are available for relief and the workload existing at the time is such that the remaining personnel can provide dispatching services at no degradation to the public. Personnel on meal or break periods shall be in the immediate vicinity of the communications center (on the Law and Justice Building grounds) and available for immediate call back to duty. On occasion, but not regularly, at the discretion of the Lead Public Safety Dispatcher or Division supervision, personnel may leave for a very short period of time during the meal period. The time off site should not exceed fifteen (15) minutes and shall count as part of the meal period.

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

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

ARTICLE 28 - TOBACCO USE ON DUTY

28.1 The Union and the City recognize that health problems are caused by smoking and therefore agree to the elimination of the use of all tobacco products by all members of the Fire Department in this bargaining unit from all administrative offices, 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 29 - DRUG TESTING POLICY

29.1 See Appendix A

ARTICLE 30 - PHYSICAL FITNESS

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

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

his/her job responsibilities, shall be forwarded to the Chief of the Department. A copy of which will be sent to the employee.

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

ARTICLE 31 - DEFERRED COMPENSATION

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

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

ARTICLE 32 - DISCIPLINE AND DISCIPLINARY PROCEDURES

32.1 See Appendix B

ARTICLE 33 - PROPERTY LIABILITY

33.1 The City shall provide full physical damage insurance on City 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 34 - MUNICIPAL CODE SECTIONS PERTAINING
BARGAINING UNIT MEMBERS

- 2.04 Group Insurance
- 2.04.010 Plan Adopted
- 2.04.030 City Contributions

- 2.16 Bonds For Officers
- 2.16.010 Bonds Required - Amount

- 2.20 Salaries
- 2.20.010 Persons Subject to the Plan
- 2.20.040 Policy for Pay Steps
- 2.20.060 Transfer, Promotion, Reclassification, Demotion or Reinstatements of Employees
- 2.20.070 Reduction in Salary
- 2.20.080 Effect on Budget
- 2.20.085 Reimbursement for Expenditures
- 2.20.086 Reimbursed Expenditures - Amounts
- 2.20.088 Uniform Allowance - Special Assignment Pay
- 2.20.100 Classification Plan
- 2.20.110 Compensation Plan

- 2.22 Fire Department - Working Conditions
- 2.22.010 Work Week
- 2.22.030 Compensation
- 2.22.040 Overtime Pay
- 2.22.050 Special Assignment Pay
- 2.22.060 Time-off Privileges - Vacation Leave
- 2.22.070 Time-off Privileges - Compassionate Leave
- 2.22.075 Time-off Privileges - Sick Leave
- 2.22.80 Holidays

- 2.24 Longevity Plan
- 2.24.010 Longevity Plan - Eligibility - Restrictions
- 2.24.015 Longevity Plan - Service Recognition Award
- 2.24.020 Leave Of Absence for Service in Armed Forces

- 2.40 Leaves Of Absence
- 2.40.010 Eligible Employees
- 2.40.020 Vacation Leave
- 2.40.030 Sick Leave
- 2.40.040 Civil Leave
- 2.40.050 Military Leave
- 2.40.060 Leave Without Pay
- 2.40.070 Unauthorized Absence

- 2.44 Lobbying by City Personnel
- 2.44.030 Permitted Activities of Representatives
- 2.44.040 Payment for Services of Representative

- 2.44.050 Prohibited Expenditures
- 2.44.60 Ethical Practices and Conduct

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

ARTICLE 35 - ENTIRE AGREEMENT

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

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

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

ARTICLE 36 - SAVINGS CLAUSE

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

ARTICLE 37 - CREATION OF NEW CLASSIFICATIONS

37.1 The salary, hours of work and fringe benefits for all newly created classifications within the bargaining unit shall be negotiated with the Union. The Employer will provide a job description for the new classification to the bargaining unit representative prior to seeking applications

for the new position. Thereafter, the classification shall be filled by open and competitive competition. If the new classification would be a logical progression for an existing classification, then it will be filled by the promotional process. Otherwise, the new classification would be filled by open and competitive competition. All areas negotiated for the new classification shall be applied retroactive to the date of hire or promotion of any individual who is placed into the new classification.

ARTICLE 38 - CLASSIFICATION STUDIES

38.1 The long term assignment (greater than 6 months) of uncharacteristic duties to any classification in the bargaining unit must be accompanied by a classification study. The classification study shall be accomplished in a reasonably timely manner.

ARTICLE 39 - VEBA MEDICAL SAVINGS ACCOUNT

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

ARTICLE 40 TERM OF THE AGREEMENT

40.1 This Agreement shall be deemed effective from and after the 1st day of January, 2007 through the 31st day of December, 2009; Provided, however, that this agreement shall be subject to such periodic changes as may be voluntarily and mutually agreed upon by the parties hereto during the term thereof.

Executed by the parties hereto this ____ day of _____, 2007

Recommended by:

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

By: _____
Ronald Johnson
President, Local 469
IAFF

By: _____
Thomas A. Schneider
Secretary-Treasurer, Local 469
IAFF

CITY OF YAKIMA:

By: _____
R. A. Zais, Jr.
City Manager

By: _____
Dennis Mayo
Fire Chief

ATTEST:

By: _____
Debbie Moore
City Clerk

City Contract No. _____
Council Resolution No. _____

APPENDIX A - Drug Testing Policy

YAKIMA COMMUNICATIONS CENTER DRUG TESTING POLICY

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

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

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

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

A. Applicability

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

Secretary I
Secretary II
Electronics Supervisor
Electronics Tech I
Electronics Tech II
Maintenance Mechanic

B. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Showed no evidence of a controlled substance or controlled substance metabolite;
- Showed evidence of a controlled substance or controlled substance metabolite for which the employee has a prescription; or

- Showed evidence of a controlled substance or controlled substance metabolite below a determined threshold level.

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

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

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

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

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

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

17. Substance Abuse Professional. A substance abuse professional (SAP) is a licensed physician (medical doctor or doctor of osteopathy) or a licensed or certified psychologist, social worker, employee assistance

professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

C. Prohibited Activities

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

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

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

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

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

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

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

D. Random Testing

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

1. Twenty-five percent of the average number of covered employees shall undergo random alcohol and controlled substances testing in each calendar year.

2. Random testing shall occur while an employee is on-duty. If an employee is off-duty when he/she is selected for random testing, the employee will be tested upon return to duty.

3. The selection of employees for random testing shall be made by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with employees' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. Under the selection process used, each covered employee shall have an equal chance of being tested each time selections are made.

4. Random alcohol and controlled substances tests shall be unannounced and the times and dates for administering such random tests shall be spread reasonably throughout the calendar year.

5. Employees who are notified of selection for random controlled substances testing shall be immediately transported to the test site by a Supervisor.

E. Post-Accident Testing

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

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

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

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

4. An employee subject to post-accident testing shall remain readily available for such testing, including notifying his/her supervisor of his/her location if he/she leaves the accident scene. An employee who fails to do so shall be deemed to have refused to submit to testing.

Nothing herein shall be construed to require the delay of necessary medical attention for the injured or to prohibit an employee from leaving the accident scene for the time period required to obtain emergency assistance.

F. Return-to-Duty Testing

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

- The employee has been evaluated by a SAP who shall determine what assistance the employee needs in resolving problems associated with alcohol misuse and/or controlled substances use; and
- The employee has complied with and remains in compliance with any and all SAP recommended conditions of return to duty including rehabilitation and/or treatment programs; and
- The employee has executed all necessary releases to permit the City to confirm his or her compliance with all conditions of return to duty; and
- The employee tests negative for an alcohol and controlled substances return-to-duty test.

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

G. Follow-Up Testing

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

H. Rehabilitation and Counseling

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

The Department offers employees the use of counseling and rehabilitative services pursuant to coverage limitations and in accordance with the terms of its benefits programs. A voluntary request by an employee for assistance with an alcohol and/or controlled substance dependency will remain as confidential as possible and will not be used, in itself, as a basis for disciplinary action. Employees are personally responsible for seeking treatment for substance dependency and are responsible for all costs not covered by insurance.

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

I. Prescription Drug Use

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

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

provide proper evidence of medical authorization may result in disciplinary action.

J. Additional Employee Rights and Responsibilities

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

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

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

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

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

K. Disciplinary Action

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

- A positive alcohol and/or controlled substance test.
- Refusal to submit to an alcohol and/or controlled substance test.
- Disclosure of the identity of a firefighter selected for random testing or the fact that a random selection is scheduled to take place prior to the test.
- Failure to complete a counseling, treatment, or rehabilitation program recommended by the SAP.

- The consumption or possession of alcohol in the workplace (including City vehicles) and/or while on duty.
- The illegal possession, manufacture, use, distribution, or sale of any controlled substance, drug paraphernalia, or other prohibited substance in the workplace (including City vehicles) and/or while on-duty.
- Any other violation of this policy.

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

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

L. Collection and Testing Procedures

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

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

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

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

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

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

* 15 ng/ml if immunoassay specific for free morphine

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

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

Prior to reporting a positive test result, the MRO shall give the employee an opportunity to discuss the test result, including providing verification of any prescription medications. If the employee meets with the MRO and fails to present information affecting the test result, or if the employee refuses to meet with the MRO, the MRO will verify a positive test result and will inform the City Human

Resources Manager and Fire and/or Police Chief on a confidential basis that the employee tested positive. The MRO will also inform the employee at the time the test result is verified that he or she may request a "re-test" at their own expense within 72 hours.

M. Confidentiality

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

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

N. Communication and Education

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

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

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

O. Savings Clause

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

P. Other

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

APPENDIX B - Disciplinary Guidelines

Overview

The City of Yakima Public Safety Communications Division hereby adopts the following disciplinary guidelines, which provide for the administration of a series of corrective disciplinary actions prior to termination, when appropriate. The steps include: oral reprimand; written reprimand; suspension; and termination. The purpose behind progressive discipline is to utilize the level of discipline necessary to achieve improved performance and deter future rule violations. These guidelines are in addition to other policies, rules, and guidelines regarding disciplinary action applicable to the PERS/Calltaker and Dispatcher bargaining units, including the Fire Civil Service Rules and Regulations.

In order to assist officers in enforcing these guidelines and applying discipline uniformly, the City will provide training to all supervisors on these guidelines as needed. These guidelines are applicable to all employees in the PERS/Calltaker and Dispatcher bargaining groups represented by IAFF Local 469.

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

Types of Progressive Discipline

Generally, there are four main types of corrective discipline: oral reprimand, written reprimand, suspension, and discharge. Demotions, reductions 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 verbally reprimanded for an infraction constitutes an oral reprimand. The intent of an oral reprimand is to correct a performance or behavioral problem by bringing it to the employee's attention. The supervisor will keep individual records of oral reprimands, but if any written record of the reprimand is placed in the employee's personnel file, it becomes a written reprimand. Usually an oral reprimand will be used when a minor infraction has been committed.

2. Written Reprimand - A properly prepared written reprimand will be in the form of a letter to the employee listing the violations or failures as well as previous related oral warnings or failures, and setting out corrective action necessary to avoid further corrective disciplinary action. Usually a written reprimand will be used for a second offense of minor infractions or for the first offense of a more serious infraction.

3. Suspension - Relieving an employee from work without pay as punishment for rule violations constitutes a suspension. Usually a suspension will be used when a third offense of minor infractions or a second offense of a more serious infraction has occurred.

4. Discharge - Involuntary termination of an employee for cause from City service will constitute a discharge. Usually discharge will be used when there is a fourth offense of a minor infraction, a third offense of a more serious infraction or a first offense of an intolerable infraction.

Progressive Disciplinary Process

When a performance problem persists despite minor counseling, a gradual increase in the level of disciplinary action will be initiated and directed toward correcting the problem where appropriate. Continuing offenses, which alone may justify nothing more severe than a written reprimand, may be cause for suspension and/or discharge if the employee has not made the correction required with lesser disciplinary action.

Employees shall be provided with a pre-disciplinary hearing prior to the administration of disciplinary action greater than an oral reprimand. The purpose of the hearing is to provide the employee with an opportunity to present information in response to the allegations of misconduct. The employee may choose to be represented by an attorney or a union representative at the hearing.

Any person so reprimanded, removed, suspended, demoted, discharged, reduced in pay or subject to any disciplinary action of any kind, (hereinafter called discipline or disciplined) may file with the Commission a written request for a hearing, within 15 days from the time of receipt of written notice of such discipline, whereupon 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.

Employees and the bargaining unit that represents them may appeal disciplinary action greater than an oral reprimand pursuant to the collective bargaining agreement or the Fire Civil Service Commission's Rules and Regulations (one or the other but not both.)

Examples of Offenses

Minor Infractions - The following are some examples of job-related offenses generally considered to be minor infractions, which could on the first incident result in an oral reprimand, on the second incident result in a written reprimand, on the third incident a suspension; and on the fourth, discharge:

- Tardiness.
- Unauthorized absence from the job.
- Failure to maintain satisfactory and harmonious working relationships with the public or other employees.
- Smoking in unauthorized areas.
- Profane or vulgar language that is offensive to others.
- Inefficiency or inattention to duties.

More Serious Infractions - The following are some typical examples of job-related offenses considered to be more serious infractions, which could on the first occurrence result in a written reprimand, on the second, suspension, and on the third, discharge:

- Incompetence.
- Dishonesty.
- Illegal gambling on-duty or other similar misuse of City time.
- Careless, negligent, or other improper use of City property.
- Unauthorized or improper use of any type of leave.
- Failure to report an absence from work without proper notification.
- Releasing confidential information without proper authority.

Intolerable Infractions - The following are some examples of job-related offenses considered to be intolerable infractions that could result in immediate discharge:

- Consumption or distribution of alcohol or illegal drugs on duty.
- Immoral conduct as defined by law.
- Mental or physical unfitness for the classification, which the employee holds
- Fighting.
- Refusal to work.
- Theft.
- Willful destruction of property.
- Insubordination.
- Failure to report serious acts of mismanagement or violations of law by supervisors.
- misconduct unbecoming an employee.
- Conviction of a felony or a misdemeanor involving moral turpitude.
- Falsifying time cards.
- Use of undue influence to gain or attempt to gain promotion, leave, favorable assignment or other individual benefit.
- Falsification, fraud, or omission of information in applying for a position.
- Failure to report absences from work without notification for a period of three days or longer.
- Failure to obtain or maintain a current license or certificate required by law or organizational standards as a condition of employment.
- Any other act that endangers the safety, health or well-being of another person, or which is of sufficient magnitude that the consequences cause disruption of work or gross discredit to the organization.

Probationary Employees

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

Administration of Corrective Discipline

Corrective discipline may be administered by the following ranks:

Lead Supervisors, Electronics Supervisor, Communications Supervisor and the Communications Manager are authorized to administer oral and written reprimands.

Fire Chief and/or the Police Chief is authorized to administer suspensions and demotions.

City Manager only may administer the termination of an employee.

Confidentiality

Notices of disciplinary action will be permanently maintained in the employee's Human Resources file.

Posting

A copy of these guidelines will be provided to each PERS/Calltaker and Dispatcher bargaining unit member and will be permanently posted on employee bulletin board.