

Collective Bargaining Agreement
By and between
The City of Yakima
And
Yakima Fire Management Unit, Teamsters Local #760

January 1, 2011– December 31, 2011

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PREAMBLE

This agreement is made and entered into pursuant to the provisions of RCW Chapter 41.56 by and between the City of Yakima hereinafter known as the “Employer” and the Yakima Fire Management Unit represented by Teamsters Local #760, hereinafter known as the “Union” for the purpose of setting forth the wages, hours, and other terms and conditions of employment which shall be in effect during the term of this agreement for employees included in the bargaining unit described in Article 1 below.

ARTICLE 1 – RECOGNITION

- 1.1 The employer recognizes the Union as the exclusive bargaining representative on matters concerning wages, hours, and conditions of employment for all Yakima Fire Department Deputy Chiefs, excluding all other employees of the department.
- 1.2 The Union recognizes the City as the representative of the people of the City of Yakima and agrees to negotiate only with the City through the negotiating agent or agents officially designated by the City Manager to act on the City’s behalf.

ARTICLE 2 – UNION SECURITY/DUES CHECK OFF AND MAINTENANCE OF MEMBERSHIP

- 2.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after January 1, 2011 shall, on the thirtieth (30th)

calendar day following the beginning of such employment become and remain a member in good standing in the Union.

- 2.1.1 Should bona fide religious convictions of an employee dictate he/she may not join a Union, he/she shall be required to pay an amount equivalent to the Union initiation fee and monthly dues to a non-religious charity mutually agreed upon by the employee and the Union. If such employee pursuant to this Section requests the Union to use the Grievance and Arbitration Procedure on his/her behalf, the Union is authorized to charge the employee for the reasonable cost of using such procedure as allowed by law.
- 2.2 The Union agrees to represent all employees within the bargaining unit without regard to Union membership.
- 2.3 When an employee fails to fulfill the obligations as set forth in Section 2.1 or 2.1.1, the Union shall provide the employee and the Employer with thirty (30) calendar days' notification of the Union's intent to initiate discharge action and during this period the employee may make restitution in the amount which is overdue. If an employee has not fulfilled the Union membership obligation and/or other provisions as described in Section 2.1 or 2.1.1 by the end of the applicable discharge notification period, the Union shall thereafter notify the Employer in writing, with a copy to the affected employee, of such employee's failure to abide by Section 2.1 or 2.1.1. In this written notice, the Union shall specifically request discharge of the employee for failure to abide by the terms of the Labor Agreement between the Employer and the Union.
- 2.4 When provided a "voluntary check-off" authorization form furnished by the Union and signed by the employee, the Employer agrees to deduct from that employee's pay, the Union's uniform applicable dues, initiation fee and/or service fees, as prescribed in the "voluntary check-off" form. The full amount of monies so deducted from the employee shall monthly be forwarded to the Union by check along with an alphabetized list showing names and amounts deducted from each employee. The Union agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, orders or judgments arising from the administration and effects of this Section.
- 2.5 The Union agrees to refund to the employee any amounts paid to the Union in error on account of the payroll deduction provision upon presentation of proper evidence thereof. The earning of the employee must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. All other legal and required deductions have priority for payment over such dues.
- 2.6 The Union agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, and/or orders of judgments arising from the administration and effect of this Article. It is also agreed that neither any

employee nor the Union shall have any claim against the Employer for any deductions made or not made unless a claim of error is made in writing to the Employer within forty-five (45) calendar days after the date such deductions were, or should have been made.

ARTICLE 3 – EMPLOYER RIGHTS

3.1 Employer Rights:

Any and all rights concerned with the management of the Fire Department are exclusively that of the Employer unless otherwise provided by the terms of this agreement or the Fire Management Civil Service Rules and Regulations. Furthermore, the City reserves all customary management prerogatives including, but not limited to, the right to:

- A) Adopt rules for the operation of the Department and conduct of the employees covered by this agreement;
- B) Establish, plan for, and direct the work force toward the organizational goals of the department;
- C) Determine the organization, and the merits, necessity and level of activity or service provided to the public;
- D) Determine new work methods;
- E) Control the Fire Department budget;
- F) Establish, regulate and administer a personnel system, in conformity with the City Charter and Fire Management Civil Service Rules and Regulations and with this agreement, which provides for all types of personnel transactions including determining the procedures and standards for hiring, promotion, transfer, assignment, lay off, discipline, retention and classification of positions;
- G) Discipline, suspend, demote or discharge employees for just cause, which shall be defined as compliance with the due process procedures outlined in this agreement.
- H) Determine the methods, means, equipment, material, numbers and kinds of personnel and the job or position content necessary to accomplish departmental operations and maintain the efficiency thereof;
- I) Assign work to and schedule employee's in accordance with Civil Service classifications and position descriptions and in conformity with this agreement;

- J) Relieve any employee from duty due to a lack of work or insufficient funds as provided by in the Fire Management Civil Service Commission Rules and Regulations and in conformity with this agreement.
- K) To perform all of the functions not otherwise expressly limited by this agreement;
- L) Take all actions necessary to carry out the mission of the City in emergencies.
- M) Provided nothing in the Agreement shall be construed as a waiver of collective bargaining rights conferred on the parties by RCW 41.56

3.2 Scope of Management Rights

The above management rights are not to be interpreted as being all inclusive, but merely indicate the type of rights which inherently belong to the City. It is understood that any of the rights, power and authority the City had prior to the signing of this agreement are retained by the City. The Employer acknowledges that changes impacting the working conditions of employees covered by this agreement may be subject to bargaining as defined by RCW 41.56.

3.3 Where there is probable cause to believe that an employee is psychologically or medically unfit to perform his/her duties, the employer may require the employee to undergo a psychological or medical examination in accordance with current Fire Management Civil Service rules.

3.4 Per Section 3.3 above, employees covered by this bargaining unit have been engaged in a Random Drug Testing program. This program, or one substantially like it, shall continue, and employees covered by the agreement shall remain subject to the program as modified. The City retains the exclusive right to modify its random drug testing program.

ARTICLE 4 – WAGES AND BENEFITS

Except as modified in Appendix “A”, employees covered by this agreement shall receive benefits as outlined in the City of Yakima Municipal Code, Chapter 2, and the Management Fringe Benefits document. The Employer acknowledges that changes to the wages and benefits are subject to bargaining as provided by law.

ARTICLE 5 - GRIEVANCE PROCEDURE

Grievance Definition:

A grievance is an alleged violation of this Collective Bargaining Agreement.

Filing a Grievance:

To be reviewable under this procedure, a grievance must be filed in writing within fourteen (14) calendar days after the employee knew or should have known of the action or decision giving rise to the grievance. This fourteen (14) calendar day period must be used by the employee to attempt to informally resolve the dispute.

Computation of Time:

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. Transmittal of grievances, appeals and responses will be in writing. Service on the parties is complete when delivered in person; or upon receipt by electronic mail or by the postmarked date if sent by certified mail.

Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the employer to comply with the timelines will entitle the Union to move the grievance to the next step of the process.

Contents:

A grievance must include the following:

- a. A statement of the pertinent facts surrounding the grievance;
- a.b. The date upon which the incident occurred;
- a.c. The specific Article and section of the Agreement allegedly violated and a specific description of how each alleged violation occurred;
- a.d. The steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion;
- a.e. The requested remedy; and
- a.f. Signature of the affected employee and Union Representative.

The employer will not be required to process a grievance unless all the information listed above is provided. Grievances that do not meet the above conditions or are otherwise unclear may be returned by the Employer and the Union will have seven (7) calendar days to provide the clarifying information and re-submit the grievance.

Modifications:

Alleged violations and/or the requested remedy may be modified only by written mutual agreement of the parties.

Resolution:

If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered "fully and finally" resolved and will not be moved to the next step.

Withdrawal:

A grievance may be withdrawn at any time.

Processing the Grievance:

Step I – If the issue is not resolved informally, the Union may present the grievance, in writing, to employee's supervisor with a copy to Human Resources within the fourteen (14) day period described above. The responsible supervisor shall meet with the grievant and the Union Representative within fourteen (14) days of the receipt of the grievance, and respond in writing to the Union within fourteen (14) days of the meeting.

Step II – If the grievance is not resolved at Step 1, the Union may move it to the next step by filing it with the Fire Chief or designee, with a copy to Human Resources, within fourteen (14) days of the Union's receipt of the Step 1 decision. The Chief or designee will meet with the grievant and the Union Representative within fourteen (14) days of the receipt of the appeal, and will respond in writing to the Union within fourteen (14) days of the meeting.

Step III – If the grievance is not resolved at Step 2, the Union may move it to the next step by filing it with the City Manager or designee, with a copy to Human Resources, within fourteen (14) days of the Union's receipt of the Step 2 decision. The City Manager will respond in writing to the union within thirty (30) days of the receipt of the appeal.

Step IV – If the dispute is not resolved under one of the above steps, then the matter may, within fourteen (14) calendar days, be referred by either party to expedited mediation - arbitration. There shall be no withholding by either side of known facts or evidence, relating to a grievance prior to arbitration. Such withholding shall result in said facts and/or evidence not being admissible in arbitration.

Upon demand for arbitration the parties may mutually agree to an Arbitrator or if agreement cannot be reached, both parties shall immediately petition the Federal Mediation and Conciliation Service for the names of seven (7) arbitrators and within seven (7) calendar days from receipt of the list, the two (2) parties shall select one (1) name from it by alternatively crossing off a name until one (1) remains, with the grieving party striking first. This process for selecting an arbitrator need not be followed if both parties agree on any person as an impartial arbitrator.

The arbiter shall not have power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented; and shall confine his/her decision solely to the interpretation, application or enforcement of this Agreement. The arbiter shall confine himself/herself to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him/her. The decision of the arbiter shall be final and binding upon the aggrieved employee, Union and employer.

The arbitrator's fees and expenses, the cost of any hearing room, shall be borne equally by the employer and the Union. All other costs and expenses shall be borne by the party incurring them.

ARTICLE 6 – WORK WEEK, AND HOURS OF WORK

The parties recognize that the work performed by the members of this bargaining unit is managerial and supervisory in nature, as such the employees covered by the agreement are salaried and considered exempt from the Fair Labor Standards Act (FLSA) and RCW 49.46.130 because of RCW 49.46.010(5)(c). Employees covered by this agreement are accountable for their work product, meeting the objectives of the organization, and are subject to the Employer's policies applicable to all FLSA and RCW 49.46.130 exempt employees.

- 6.1 The parties acknowledge that assigned shifts may vary based on specific assignment and needs of the department, and that historic patterns unique to both have developed over time. Command personnel shall typically work a five day schedule Monday through Friday during normal business hours, however, due to the nature of the work performed and need to oversee and evaluate areas of assigned responsibility variations to this schedule will occur and except as provided in 6.3 below, shall be considered as part of the normal work week.
- 6.3 Due to emergent nature and demands of, the work performed by the members of this unit, employees may be required to return to work as the result of an emergency. Employees required to report to work or to respond to an emergency occurring outside of their regular workday, or on a scheduled day off, shall be allowed to flex their regular work schedule to the extent possible. In the event work schedules cannot be flexed to accommodate extraordinary hours, in-lieu time may be granted by the City Manager or designee, on a case by case basis.
- 6.4 The Employer retains the management right to modify normal work schedules in emergency circumstances, for performance related reasons, training purposes or operational needs.
- 6.5 Except in the event of a force majeure, the Employer shall provide fourteen (14) calendar days notice of a permanent change to an ongoing shift pattern as well as endeavor to provide such notice for any temporary change in an employee work schedule.

ARTICLE 7 – UNION LEAVE

- 7.1 One (1) Deputy Chief shall be granted leave from duty without any loss of pay during the pre-impasse and post-impasse period as provided in RCW 41.56, for all meetings between the City and the Union for the purpose of negotiating the terms of a contract and/or attendance at mediation, when such meetings take place at a time during which any such members are scheduled to be on duty.
- 7.2 One (1) Deputy Chief may be granted release time during normal working hours to attend meetings for collective bargaining, labor-management, grievances, pre-

disciplinary/disciplinary, investigatory interviews and other meeting related to contract administration.

ARTICLE 8 – MEDICAL EXPENSE REIMBURSEMENT PLAN (MERP)

The City will allow members of this bargaining unit, who are eligible, to continue to make contributions into and participate in the Washington Sate Council of Fire Fighters Employee Benefit Trust (the “Trust Agreement”) and the Premium Reimbursement Plan of the Washington Sate Council of Fire Fighters Employee Benefit Trust (the “plan”) at their own expense.

All employees who have participated in the Medical Expense Reimbursement Plan (MERP) for not less than one month prior to being promoted into this bargaining unit may continue to be plan participants. Internal Revenue Service (IRS) codes require all eligible employees participate and there is no individual election to continue contributions. Excess sick leave conversion rights are to the Medical Savings Account/Voluntary Employees Beneficiary Association (MSA/VEBA) Plan for management employees.

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

ARTICLE 9 – SAVINGS CLAUSE

It is understood and agreed that if any court or board of competent jurisdiction finds any Article, Section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid Article, Section or portion.

ARTICLE 10 - TERM OF AGREEMENT

Except as provided herein, this Agreement shall be in full force and effect upon execution of both the Union and the Employer and continue from January 1, 2011 through December 31, 2011

Executed by the parties hereto this _____ day of _____, 2011

**Yakima Fire Management Unit
Teamsters Local #760**

City of Yakima

By: _____
John Parks, Secretary/Treasurer

By: *Richard Zais*
Richard Zais, City Manager

ATTEST: _____
City Clerk

Deborah Koster



CITY CONTRACT NO: 2011-03
RESOLUTION NO: R-2011-06

APPENDIX "A"

WAGES

There shall be no wage adjustment in 2011.

ANNUAL LEAVE ACCRUALS – Effective 01/01/2011

205 hours annually – After 20 years of service

215 hours annually – After 25 years of service

DEFERRED COMPENSATION

Effective 1/1/11, the current employer contribution of 3.0% shall be suspended through 11:59 pm on 12/31/11 at which time it shall be restored to the current level.

VEBA

01/01/11 - \$38,500.00 maximum cash out

LIFE INSURANCE – Effective 02/01/11

\$120,000.00

CLOTHING ALLOWANCE

The City shall provide required uniforms and protective gear and cleaning of uniforms.

MEDICAL EXAMINATIONS

Complete Industry standard preventive medical physical examination will be provided annually in accordance the City of Yakima Employee Health Care Plan.

HEALTH CARE PREMIUM CONTRIBUTIONS

The health care premium contribution paid by the employees of this bargaining unit shall be maintained at the rates currently in effect through 11:59 pm on 12/31/11, at which time the premium will be converted back to the currently established LEOFF Management formula.

TEAMSTERS LEGAL SERVICES TRUST

Effective March 1, 2011, the Employer shall make contributions of \$25.95 per month, per bargaining unit member, to implement the **Western Conference of Teamster Legal Services Trust** to SF Administrators, Inc. During the terms of this agreement future increases will be paid 50% by the employer and 50% from employee wage deductions. The Union agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, orders or judgments arising from the administration and effect of this participation. The Employer's obligation under this Agreement is limited to the payment.