2010 - 2011

COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF YAKIMA, WASHINGTON

and

COUNCIL 2,
WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES

REPRESENTING
LOCAL 1122
Municipal Employees

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

EFFECTIVE

JANUARY 1, 2010 THROUGH DECEMBER 31, 2011

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PREAMBLE:

P-1 Collective Bargaining Agreement:

THIS COLLECTIVELY BARGAINED AGREEMENT, hereinafter called the CBA, made and entered into the 1st day of January, 2010 by and between the City of Yakima, Washington, hereinafter called the City, and the Council 2, Washington State Council of County and City Employees, representing Local 1122 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the Union.

P-2 WITNESSETH:

A) **WHEREAS,** Chapter 41.56 of the Revised Code of Washington contemplates the execution of collective bargaining Agreements between cities and unions representing government employees, the intent and purpose of such act being the promotion of the continued improvement of the relationship between public employers and their employees by providing a uniform basis for implementing the right of employees to join labor organizations of their own choosing and to be represented by such organizations in matters concerning their employment relations with public employers, and

B) **WHEREAS,** the parties to this CBA recognize that benefits accrue to general government employees of the City by virtue of union membership, and that the best interests of the citizens of the City of Yakima are served by the City's official recognition of the City's general government employees' Union.

C) **NOW, THEREFORE,** pursuant to Chapter 41.56 of the Revised Code of Washington, and in accordance with the intent and purpose thereof, and for the purpose of promoting the morale, well being and security of the general government employees of the City, and for the purpose of promoting the general efficiency of the government of the City of Yakima, the parties hereto agree as follows:

ARTICLE 1 - RECOGNITION OF UNION BARGAINING UNIT

1.1 The City recognizes the Union as the exclusive bargaining representative of the bargaining unit consisting of all permanent City employees except the following:

Commissioned employees of the Police Department
The Police Department Administrative Assistant
All employees of the Fire Department
All employees of the Human Resources Division
All employees of the Legal Department
All employees of the Yakima Municipal Court
The City Manager and members of his/her staff including the Administrative Secretary and Executive Assistant
Senior Analyst
Payroll Officer
Accountant
Financial Services Officer
Treasury Services Officer
Financial Services Technician – Payroll
Deputy City Clerk
Utility and Finance Assistant
Engineering Contracts Specialist
Engineering Office Assistant
Construction Supervisor
Utility Engineer
Supervising Traffic Engineer
Senior Engineer
Water/Irrigation Engineer
Surface Water Engineer
Supervising Planner
Supervising Project Planner (Transit)
Supervising Code Inspector
Traffic Operations Supervisor
Senior Program Supervisor
Neighborhood Development Services Operations Supervisor
Recreation Program Supervisor
Aquatics Program Supervisor
Recreation Supervisor
Community and Economic Development Office Administrator
Code Inspection Office Supervisor
Public Works Office Assistant
Parks and Recreation Administrative Associate
Police Services Supervisor
Corrections Sergeant
Administrative Assistant to the Director of Public Works
Supervising Senior Analyst
Equipment Maintenance Supervisor
Mechanic II

Equipment Supervisor
Industrial Maintenance Supervisor
Parks Operations Supervisor
Parks Superintendent
Cemetery Supervisor
Sewer Maintenance Supervisor
Street Supervisor
Street Maintenance Supervisor
Irrigations Supervisor
Water Distribution Supervisor
Building Superintendent
Traffic sign Supervisor
Solid Waste Supervisor
Transit Operations supervisor
Utility Service Supervisor
Assistant Wastewater Manager
Wastewater Treatment Plant Process Control Supervisor
Wastewater Treatment Plan Chief Operator
Environmental Analyst
Water Treatment Plant supervisor
Lab Coordinator
All other Department Heads and Division Managers
Any other classification covered by Section 2.20.100 D of the Yakima Municipal Code

ARTICLE 2 - UNION MEMBERSHIP

2.1 Union Membership:

All employees in the bargaining unit shall, within thirty (30) days after hiring, as a condition of employment, become members of the Union, provided that exceptions to membership shall be subject to the provisions of RCW 41.56.122 (1).

2.2 Union Insignia:

Union Members may wear official AFSCME lapel/stick pins (tie tacks) while on duty.

2.3 Payroll Deductions:

The City agrees to deduct Union fees, dues and other assessments by the Union against its members within the bargaining unit from the pay of employees who authorize the City to do so, which 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, or their designee, of the City of Yakima of amounts to be deducted from the pay of each such person. The City shall transmit to the Washington State Council of County and City Employees, P.O. Box 750, Everett, Washington, 98206 the aggregate of such deductions, together with an itemized statement, on or before the 20th day of each month following the month for which deductions are made.

2.4 Indemnification:

The Union agrees to defend, indemnify and hold harmless the City for any loss or damage arising from the operation of this Article knowingly caused by the Union. It is also agreed that neither any employee nor the Union shall have any claim against the City for any deductions made or not made unless a claim of error is made in writing to the City within forty-five (45) calendar days after the date such deductions were or should have been made.

ARTICLE 3 - COLLECTIVE BARGAINING

3.1 Bargaining Teams:

Collective bargaining between the parties shall be carried out by the City Manager, or his representatives, on behalf of the City Council, and a person or persons representing the Union. Said collective bargaining committees shall include the City Manager or his designee, the Union staff representative, and not more than seven (7) additional members from each party without mutual consent of the parties. The Union staff representative and the City Manager shall exchange in writing the names of the person or persons representing the respective parties for collective bargaining purposes prior to the first bargaining session.

3.2 Wages Hours and Working Conditions:

Where negotiable matters pertaining to wages, hours and working conditions are fixed by various City Ordinances, the City Manager shall give notice to the Secretary of the Union with a copy to the staff representative of any proposed enactment or repeal of, or any amendments to, any such ordinance applicable to members of the bargaining unit. Such notice shall be given no less than ten (10) working days prior to the first meeting of the City Council where such ordinance is considered, and shall be in writing and contain a copy of the ordinance proposed to be enacted or of the proposed amendment, or shall refer by code number to any ordinance proposed to be repealed. No ordinance affecting wages, hours or working conditions of members of the bargaining unit shall be enacted by the City Council unless mutually agreed upon between the City Manager (or designee) and the collective bargaining committee of the Union.

3.3 Negotiations Timetable:

A) Prior to the termination of this CBA, the Union and the City shall exchange written proposals for any changes in negotiable matters pertaining to wages, hours and working conditions sought for the subsequent year(s), specifying all sought changes.

B) During the City Manager's preparation of the annual budget while negotiations are occurring for a new CBA, the City Manager or his designee shall consider the Union's proposals and negotiate with the Union's collective bargaining representatives. Any agreement reached in negotiations shall be reduced to writing in a memorandum of agreement which shall be signed by the City Manager and the Union's representative.

C) In the event of disagreement between the collective bargaining committees concerning any Union recommendation and before impasse procedures are invoked the City's representative and the representative of the Union shall each set out in writing, and furnish a copy thereof to the other party, a brief signed statement containing the subject of disagreement as understood by the party writing the statement and the position on that subject of the other party as understood by the party writing the statement.

D) Nothing herein shall be construed so as to require approval by the Union of any budget, nor any portion thereof, before its submission to and adoption by the City Council.

ARTICLE 4 - CODE PROVISIONS

4.1 Incorporation By Reference:

The following sections of the Yakima Municipal Code are hereby incorporated by reference and made a part of this CBA. All sections listed shall be in accord with the terms of this CBA and in the event of a conflict the terms of the CBA shall prevail.

A) Section 2.04.030.....City Contributions A, B-4, C-2.
B) Section 2.20.010.....Persons Subject to Plan.
C) Section 2.20.020.....Content of Plan.
D) Section 2.20.040.....Policy for Pay Steps.
E) Section 2.20.050.....Policy for Present Employees Subparagraph (a).
F) Section 2.20.060.....Transfer, Promotion, Reclassification, Demotion, or Reinstatement of Employees.
G) Section 2.20.070.....Reduction of Salary.
H) Section 2.20.085.....Reimbursement for Expenditures Subparagraph 1.
I) Section 2.20.088.....Uniform Allowance Special Assignment Pay, Subparagraphs B and C.
J) Section 2.20.100.....Classification Plan, Subparagraph (b).
K) Section 2.20.110.....Compensation Plan, Subparagraph (e).
L) Section 2.20.120.....Shift Differential.
M) Section 2.24.010.....Longevity Plan, Eligibility Restrictions, Subparagraphs A, C, D.
N) Section 2.40.020.....Vacation Leave, Subparagraphs A, Section 1, and Subparagraphs B, C, D, E.
O) Section 2.40.030.....Sick Leave.
P) Section 2.40.060.....Leave Without Pay.
Q) Section 2.40.070.....Unauthorized Absences.

R) Section 2.40.080.....Holidays with Pay, Subparagraphs A, B, C, D, E, F, G, H, J, K.

S) Section 2.40.090.....Work Week.

T) Section 2.40.100.....Overtime Pay, Subparagraphs A-4, B, C, D, E.

U) Section 2.40.120.....Shared Leave-AFSCME employees.

ARTICLE 5 - IMPASSE

5.1 Consideration by City Council:

In the event the Union and the City Manager are unable to resolve any negotiable matter relating to wages, hours or working conditions, either party may request that the matter be submitted to the Yakima City Council for preliminary 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 after reasonable notice to the parties, who shall have the right to be in attendance and to be heard.

5.2 Mediation:

In the event the Union and the City Manager are unable to resolve any negotiable matter relating to wages, hours and working conditions, either party may request mediation. Before mediation is requested, the unresolved matter must be reduced to writing and reasonable notice given to the other party of intentions to seek mediation. Mediation shall be conducted by an appointee of the Washington State Public Employment Relations Commission (PERC), or the Federal Mediation Conciliatory Service (FMCS). The parties shall attempt to agree as to whether to request a mediator from PERC or FMCS, however if the parties cannot agree, a mediator shall be requested from PERC.

5.3 Fact Finding:

In the event the Union and the City Manager are unable to resolve any negotiable matter relating to wages, hours and working conditions, either party may request fact finding. Before fact finding is requested, the unresolved matter must be reduced to writing and reasonable notice given to the other party of intentions to seek fact finding. Fact finding shall be conducted by a committee of citizens of the City who are not employees of the City, one of whom shall be selected by the City Manager, one of whom shall be selected by the Union, and the third chosen by the two so selected. The conclusions of the fact finding committee shall be made public.

5.4 Impasse Procedure:

The impasse procedure contemplated by Article 5 - Impasse, Sections 5.1, 5.2, and 5.3, hereinabove are not mutually exclusive, and any one or all such procedures may be invoked by either party in the event the Union's collective bargaining committee and the

City Manager are unable to resolve any negotiable matter relating to wages, hours or working conditions.

5.5 Public Disclosure:

Neither party shall independently issue releases to any news media, nor otherwise make public disclosure, during pre-impasse negotiations for a collective bargaining agreement.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 Policy:

The parties recognize that the most effective accomplishment of the work of the City requires prompt consideration and equitable adjustments of employee grievances. It is the desire of the parties to resolve grievances informally whenever possible, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there may be grievances 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 CBA may be resolved as fairly and expeditiously as possible.

6.2 Remedies:

The Union may either grieve matters according to this Article or the Union may appeal to the Yakima Charter Civil Service Commission according to the Commission's Rules and Regulations. However, the Union may not exercise both approaches but must choose one or the other.

6.3 Definitions:

A) A "grievance" is a dispute concerning the interpretation, application, or alleged violation of any provision of this Agreement.

B) The term "working day" as used in this Article means Monday through Friday excluding holidays.

C) The term "employee" as used in this Article means a permanent, permanent part time, permanent seasonal, or probationary employee who is a member of the bargaining unit or group of such employees, accompanied by a representative if so desired.

6.4 Special Provisions:

A) The aggrieved party and his or her chosen representative shall be granted time off without loss of pay for the purpose of processing a grievance. City employees attending hearings as a witness for the aggrieved party shall be granted time off without loss of pay for the purpose of providing testimony, including Civil Service Commission meetings. The aggrieved party's representative may, after making advance notification in writing as

soon as possible to the relevant Division Manager(s), visit the work location of employees covered by this CBA for the purpose of investigating a grievance. Said investigation shall be conducted so as not to disturb the work of uninvolved employees.

B) Grievances on behalf of one individual employee may not be initiated or pursued without the employee's written consent.

C) Grievances on behalf of more than one individual employee may be initiated or pursued without the employees' written consent.

D) A grievance may be entertained in or advanced to any step in the grievance procedure if requested by one party in writing and agreed to by the other party in writing.

E) 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. Failure of either party to meet the time limit or extended time limit for responses or appeals at any step in the process shall render the decision in favor of the other party.

6.5 Procedure: To be reviewable under this procedure a Union grievance must be filed in writing within thirty (30) calendar days after the action or decision giving rise to the grievance and must comply with the following:

A) Be filed upon an AFSCME Form F-29.

B) Identify an alleged act or omission by management concerning this CBA.

C) Identify the specific provisions of this CBA alleged to have been violated.

D) Specify the relief sought.

6.6 STEP I: Informal Discussion with Immediate Supervisor:

Prior to filing a written grievance as described in Step II below, the employee shall meet with his or her immediate supervisor to discuss the subject of dispute. If the subject of dispute is the immediate supervisor, the employee shall meet with the Division Manager.

6.7 STEP II: Grievance Filed with Division Manager:

The affected employee shall pose the question of the grievance in writing to his or her Division Manager within 30 calendar days of the action or decision giving rise to the grievance. The Division Manager shall answer the question of the misunderstanding and/or dispute in writing within 15 working days.

6.8 STEP III: Grievance Appealed to Department Head:

An employee who is dissatisfied with the decision of the Division Manager may submit the grievance in writing to the Department Head within fifteen (15) working days after receipt of the Division Manager's decision. The Department Head shall make a separate investigation and

notify the employee in writing of the decision, and the reasons therefore, within fifteen (15) working days after receipt of the employee's grievance

6.9 STEP IV: Grievance Appealed to City Manager:

If the employee is dissatisfied with the decision of the Department Head, the employee may obtain a review by the City Manager by submitting a written request to the City Manager within fifteen (15) working days after receipt of the decision of the Department Head. The City Manager shall make such investigation and conduct such hearings as is deemed necessary, and shall, within fifteen (15) working days after receipt of the employee's request for review, inform the employee in writing of the City Manager's findings and decision.

6.10 Management Grievance:

Any grievance by the City against the Union shall be reduced to writing and submitted, no later than thirty (30) calendar days after having been made aware of the issue, to the President of the Union Local with a copy to the WSCCCE staff representative. The Union President shall make an investigation of the relevant facts and shall, within fifteen (15) working days, provide a written decision, and the reasons therefore. If the matter is not satisfactorily settled, an appeal may be instituted as set forth in 6.11 below.

6.11 STEP V: Final Resolution of Grievance:

A) Either party to this CBA may refer unsettled grievances to Arbitration.

B) 1) A request for Arbitration shall be in writing and shall be submitted to the other party not more than thirty (30) working days after the reply of the City Manager, or the Union President, respectively, unless the time shall be extended by written mutual agreement.

2) Such request shall identify the previously filed grievance which is the basis for the request for Arbitration and shall set forth the issue or issues which the party making the request seeks to resolve.

C) 1) The Arbitrator may be selected by mutual agreement between the City Manager and the Union. Alternatively, the parties may mutually request a list of nine (9) Arbitrators from the Public Employment Relations Commission (PERC), the American Arbitration Association (AAA), or the Federal Mediation and Conciliation Service (FMCS). In the event the parties cannot agree on what agency to request a list from within fifteen (15) working days, then either the City Manager or the Union may request a list of nine (9) Arbitrators from PERC.

2) Within fifteen (15) working days from the receipt of the list the parties shall alternately strike names from the list until one (1) name remains, who shall serve as Arbitrator. The party to strike the first name shall be determined by a coin flip.

D) The Arbitrator shall be limited to determining whether the City or the Union has violated or failed to apply properly the terms and conditions of this CBA. The Arbitrator shall have no power to destroy, change, delete from or add to the terms of this CBA.

E) PERC rules and procedures shall govern the hearing.

F) The parties agree that the decision of the Arbitrator shall be final and binding and implemented within thirty (30) calendar days following the rendering of the decision.

G) The Arbitrator's fees and expenses, room rental, if any, and cost of the transcript(s) shall be shared equally by the parties.

H) Each party shall bear the remaining costs of the preparation and presentation of its own case, including attorneys' fees, regardless of the outcome.

ARTICLE 7 - BUSINESS LEAVE

7.1 Contract Administration:

Members representing the Union, not exceeding seven (7) in number, shall be granted leave from duty without any loss of pay for actual time spent for all meetings between the City and the Union for the purpose of negotiating wages, hours and working conditions and the terms of a contract and up to four (4) members for meetings between the City and the Union for the purpose of processing grievances when such meetings take place at a time during which any such members are scheduled to be on duty. Actual time spent for meetings shall be limited to time spent in meetings and travel time. The Union may choose which union members to send to contract administration meetings, provided it gives the members' immediate supervisor(s) reasonable notice.

7.2 Other Union Business:

A) The City of Yakima will maintain a standard for the accounting of Union business leave.

B) Such officers and members of the Union as may be designated by the Union, not to exceed four (4) in number at any one time (except for attending labor conventions when the number shall not exceed seven (7) at any one time), shall be granted leave from duty with pay for union business other than that provided in Articles 7.1 and 7.3 herein including, but not limited to attending labor conventions and educational conferences regarding collective bargaining and civil service, provided that notice of such leave shall be given in writing at least one week prior thereto (emergencies excepted), and approval obtained from the Department Head, and provided further that the total leave for the bargaining unit for the purpose set forth in this section shall not exceed 135 hours in any calendar year.

7.3 Shop Stewards:

Shop Stewards shall be allowed up to one (1) hour per month with pay for Shop Stewards meetings conducted during the steward's work shift. The number of Shop Stewards shall not exceed five (5) per City department or a City-wide total of twenty (20). The Union shall keep the City informed, in writing, of the current Shop Stewards and Local Union Officers and shall provide at least seven calendar days advance notice of regular meetings in writing to the affected Division Managers in order to properly schedule staff coverage.

ARTICLE 8 - EMPLOYEE RIGHTS

8.1 Personnel Files:

Employees shall have the right, upon request, to inspect their personnel file. No material referring to an employee's job competence or conduct shall be placed in the file without the employee's knowledge and the employee's opportunity to attach his or her comments. A copy of any entry pertaining to job competence or conduct will be given to the employee.

8.2 Performance Evaluations:

A) The initial discussion regarding a probationary, special or annual performance evaluation shall take place solely between an employee and his or her immediate rating supervisor. Thereafter, an employee may be accompanied by a Union representative where job conduct or said performance evaluation is reviewed in a conference with management. On-the-job discussions between employee(s) and supervisor(s) regarding job duties, assignments, or performance shall not be considered disciplinary action and shall not be subject to this provision.

B) Appeals of performance evaluations shall be made in accordance with Charter Civil Service Rules and Regulations.

8.3 Probationary Period:

A) Police Department Positions.

The probationary period for all Police Department positions, including new hires and promotions, shall be twelve (12) months.

B) Non-Police Department Positions.

The probationary period for all other bargaining unit positions shall be as follows:

The probationary period for promotions shall be six (6) months. The probationary period for new hires shall be twelve (12) months, provided that probationary employees may use vacation leave and are eligible for step increases after six (6) months of employment,

subject to and in accordance with all other rules, policies, the Yakima Municipal Code, and this CBA.

8.4 Off Duty Actions:

Off-duty activities shall be cause for disciplinary action in accordance with state and local law and the Charter Civil Service Commission Rules and Regulations.

8.5 Work Rules:

Work rules and policy shall be posted for employees and be in writing. They shall be uniformly applied. When existing work rules, policy or procedure are changed or new rules or procedures established, employees whose work assignment is affected shall be notified in writing (that is, by circulating memoranda) and the new rule or procedure shall be posted prominently on appropriate bulletin boards for a period of fourteen (14) calendar days before becoming effective, except for changes of an emergency nature.

8.6 Compliance:

Employees shall comply with all existing rules that are not in conflict with the express items of this CBA, provided that rules are uniformly applied and uniformly enforced, and provided that reasonable notice has been given of the existence of the rule.

8.7 Safety and Health Committee:

A) The City has established a City-wide Safety and Health Committee in accordance with state law. Such committee shall receive and investigate complaints of unsafe or unhealthy working conditions and shall recommend appropriate remedies to the City.

B) Unresolved complaints of violations of Washington Industrial Safety and Health laws may be referred to the Washington State Department of Labor and Industries, Industrial Safety Division, for investigation.

C) The City and the Union agree to form a Labor-Management Task Force to study safety and health issues and make recommendations to the Safety and Health Committee.

8.8 Union Participation:

An employee has the right to hold Union office, seek Union assistance, file a grievance or use other benefits of this CBA according to the terms set forth without reprisal, repression, intimidation, prejudice or discrimination.

8.9 Working Environment:

The City shall provide the members of the bargaining unit with safe and healthy working environments. These working environments shall follow Federal and State law, and shall be free from discrimination, harassment, disparate treatment, and non-professional management practices.

ARTICLE 9 - MANAGEMENT RIGHTS

9.1 Management Rights Exclusive of the CBA:

Except as specifically abridged, granted, delegated or modified by this CBA, including amendments, the City retains all legal and inherent exclusive rights with respect to matters of legislative and managerial policy. Furthermore, the City reserves all customary management prerogatives including, but not limited to, the right to:

A) Establish, plan for, and direct the work force toward the organizational goals of the municipal government.

B) Determine the organization, and the merits, necessity and level of activity or service provided to the public.

C) Determine the City budget and financial policies including accounting procedures.

D) Establish, regulate and administer a personnel system, in conformity with the City Charter and Charter Civil Service Rules and Regulations, 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.

E) Discipline or discharge of employees for cause as provided by the General Rules and Regulations of the Charter Civil Service Commission and in conformity with this CBA.

F) Determine the methods, means, equipment, numbers and kinds of personnel and the job or position content required to accomplish governmental operations and maintain the efficiency thereof.

G) Determine and change the number and locations and types of operations, processes and materials to be used in carrying out all City functions.

H) Assign work to and schedule employees in accordance with Civil Service classifications and position descriptions, and to establish and change work schedules in accordance with Article XXIV-Work Day, Work Week Provisions, Section 24.6.

I) Relieve any employees from duty due to a lack of work or insufficient funds.

J) Take all actions necessary to carry out the mission of the City in emergencies.

9.2 Scope of Management Rights:

The above-cited management rights are not to be interpreted as being all inclusive, but merely indicate the type of rights which belong to the City. It is understood that any of the rights, power and authority the City had prior to the signing of this CBA are retained by the City.

ARTICLE 10 - LABOR / MANAGEMENT COMMITTEE

10.1 Intent:

The City and the Union shall cooperate to provide the public with efficient and courteous service, encourage good attendance of employees, and promote a climate of labor relations that will aid in achieving a high level of efficiency and productivity in all departments of City government.

10.2 Makeup:

In order to accomplish these goals, a Labor/Management Committee shall be established consisting of up to eight (8) individuals: three (3) Union members chosen by the Union, the Union staff representative, the City Manager or his/her designee, and three (3) individuals selected by the City Manager from the management team and/or the City Council.

10.3 Time Frame:

The Labor/Management Committee shall schedule meetings at mutually agreeable times, but not later than fifteen (15) working days from the date of a request for a meeting by a party to this CBA. Requests shall be in writing and contain the item(s) or topic(s) at issue.

10.4 Agenda:

At least ten (10) working days prior to the meeting, a written agenda shall be prepared by the party requesting the meeting and may be supplemented by additions made by the other parties. A final agenda shall be established and distributed to all parties at least three (3) working days prior to the date of the meeting. Items not on the agenda are not required to be discussed at the meeting unless mutually agreed by all parties at the beginning of the meeting.

10.5 Resolution:

Should the Labor/Management process result in a particular change in wages, hours and working conditions or otherwise supplement or modify this CBA, the change shall be reduced to writing in the form of a Letter of Understanding or Memorandum of Agreement and shall be executed by the parties.

ARTICLE 11 - SOCIAL SECURITY

The City will continue to provide the employer's share of Medicare and FICA (Social Security) for bargaining unit members.

ARTICLE 12 - EQUAL OPPORTUNITY CLAUSE

12.1 It is the policy that the City of Yakima will comply with Revised Order No. 4 implementing U.S. Executive Order 11246, Equal Employment Opportunity Act of 1972, the Vocational Rehabilitation Act of 1973 as amended and implementing regulations, and the "Americans with Disabilities Act" (ADA) of 1991 as is mandated by these provisions and regulations.

12.2 It is the policy of the City of Yakima and the Union to not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, marital status or disability.

ARTICLE 13 - CONTRACTING WORK

The City agrees that no permanent employee shall be laid off as a direct result of the City contracting out work currently done by City employees. The City, however, retains the right to continue currently contracted out work and retains the right to contract out any other positions or services deemed desirable or necessary, and reassign employees who might otherwise be laid off as a result thereof. The City further retains the exclusive right to lay off employees at the discretion of the City, due to the lack of funds.

In the event the City is considering contracting out work/services in the future, it will provide the Union with forty-five (45) days notice prior to its final decision. During said time period, the Union may provide information to the City concerning other alternatives/options that the Union asserts are more cost-effective than subcontracting out the work/services. However, the parties agree that the City expressly reserves and retains the exclusive right to decide whether to subcontract out the work/services after consideration of the information provided by the Union.

Additionally, and in the event the City decides to contract out work/services in the future, it will provide the Union with forty-five (45) days advance notice to bargain any effects of the subcontract upon the bargaining unit. The parties shall make a good faith effort to resolve any such issues within the forty-five (45) day time period. After forty-five (45) days, the City may implement the subcontract even though the effects of bargaining are not concluded.

ARTICLE 14 - STRIKES AND LOCKOUTS PROHIBITED

14.1 Strikes:

The Union shall neither cause, encourage nor counsel employees within the bargaining unit to strike, nor shall it in any manner cause, encourage nor counsel any such employee or employees to directly or indirectly commit any concerted acts of work stoppage, slow-down or refusal to perform any customarily assigned duties; provided, however, in the event the laws of the State of Washington should be changed so as to allow the right to strike, or to substitute therefore any other right in its place, this CBA shall be construed so as to allow the Union to exercise any such right that is hereafter provided by law or change of law, and the parties to this Agreement hereby agree to be bound by the terms of any such law or change of law.

14.2 Lockouts:

The City agrees that during the term of this CBA, there will be no lockouts. However, a complete or partial reduction of operations for economic or other compelling business reasons shall not be considered a lockout. In addition, if an employee is unable to perform his or her duties because equipment or facilities are not available due to a strike, work stoppage or slowdown by any other employees, such inability to provide work shall not be deemed a lockout.

ARTICLE 15 - UNION CONSTITUTION AND BY LAWS

Upon request of the City Manager or his or her designee, the Union promptly shall furnish to the City Manager a current copy of the constitution, by laws and any other rules or regulations of the Union, including any revisions thereto.

ARTICLE 16 - MATERNITY / PATERNITY LEAVE

16.1 Maternity Leave:

Pregnancy will be treated in accordance with the Municipal Code as governed by RCW Chapter 49.60, WAC 162-30-120, and the Family Medical Leave Act (FMLA).

16.2 Paternity Leave:

Paternity Leave granted by the City under the FMLA is subject to the specific Paternity Leave tenets of that act. The intent of this CBA is not to add to, delete from, or otherwise interfere with employee rights under this law.

ARTICLE 17 - SALARIES AND LONGEVITY

17.1 Salaries:

A) Effective January 1, 2010:

The compensation plan for the bargaining unit in effect December 31, 2009 will be increased by zero percent (0%).

B) Effective January 1, 11:

The compensation plan for the bargaining unit in effect December 31, 2010 will be increased by zero percent (0%)

17.2 Longevity defined:

Longevity Compensation shall be in accordance with Yakima Municipal Code Section 2.24.010, Subparagraph "A" as amended, effective January 1, 1984.

17.3 **Longevity Accruals:**

Years Service	Longevity Compensation Percentage of Base Pay
At least 60 months and less than 120 months	1.5%
At least 120 months and less than 180 months	3%
At least 180 months and less than 240 months	4.5%
240 months or more	6%

17.4: Deferred Compensation:

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 a percentage of said monthly salary as provided below. The deferred compensation contribution is separate pay and is not part of base monthly salary as codified in the Yakima Municipal Code Pay and Compensation Ordinance 2.20.110.

This provision is subject to the City's deferred compensation rules and regulations and IRS regulations. The computation of retirement contributions and pension benefits shall be governed by applicable state law.

The City will contribute 3% of each employee's base monthly salary to a deferred compensational plan.

ARTICLE 18 - HEALTH CARE

18.1 Availability:

Medical, Dental, and Vision insurance is provided by the City through the Health Care Trust.

Covered bargaining unit employees, retirees and their dependents shall participate in the "City of Yakima Employees' Health and Welfare Plans." Eligibility rules, types and levels of benefits, payment of premiums through a cafeteria plan, co-payment, co-insurance 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."

18.2 Health Care, Dental, and Life Premium Contributions:

All insurance premium base rates shall be determined annually by the applicable broker of record and the formulas described below shall apply.

A) **Employee Only Premium Contribution:**

The City shall pay the monthly employee only health care premium as set by the City of Yakima Employees' Welfare Benefit Board.

B) **Employee and Family Premium Contribution:**

The City and employees shall share the monthly dependent unit health insurance premiums on a 50% by the employer and 50% by the employee basis.

Example for Illustration Purposes Only -- Based Upon 2003 Rates

50%/50% split dependent coverage $342.18
50% City contribution: $171.09
50% Employee contribution: $171.09

There will be no change to the Employee contribution amount from January 1, 2010, through December 31, 2010. The City will freeze the employee contribution rate for 2010 at the 2009 amount and pay the plan increase cost.

C) **Dental Insurance Premium Contribution:**

The City shall pay the premium for the employee and dependent family dental insurance.

D) **Permanent Seasonal Employees:**

Permanent seasonal employees may extend health benefits for the first month after their routine seasonal layoff. The employee must have and must use forty (40) hours of accrued compensatory or vacation time in the month after the routine seasonal layoff to be eligible for this extension. The employee must use accrued compensatory time before using accrued vacation time.

18.3 Retiree Medical, Dental, and Vision Coverage:

A) Upon payment of the full premium as required in 18.2 herein above, retirees may elect to remain in the group medical, dental, vision plan until they reach age 65.

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 the spouse reaches the age of age 65, or remarries, whichever occurs first.

C) Other dependents of retirees may remain in the group medical plan as long as they remain eligible under the provisions of the plan or until coverage for the retiree and spouse, or, the spouse of a deceased retiree terminates, at which time such dependent insurance coverage ceases regardless of the age of the dependents. Premiums shall be paid by deduction from retirement checks paid to retired employees or their beneficiary.

D) Retirees, or spouses of deceased retirees, shall pay the full premium (including dependents if enrolled) which shall be the same as the normal group rate assessed for coverage of active municipal employees and dependents as applicable. Premiums shall be paid by deduction from retirement checks paid to retired employees or their beneficiary.

18.4 Long Term Disability:

The City agrees to continue to deduct voluntary long-term disability premiums through payroll deduction. Employees shall authorize the City to do so in writing.

18.5 Wellness Committee:

Union representatives from this bargaining unit will be selected by the Union to serve on the Wellness Committee. The Committee will discuss such topics as heart programs, life programs, and physical examination coverage.

18.6 Health Hazards/Inoculations:

For employees who are exposed to health hazards by direct contact with raw sewage, industrial waste, human waste, or animal waste, the City will arrange and provide for inoculations or vaccines as recommended by the Yakima County Health Officer or other governing regulations.

18.7 Annual Physical Examination Provided:

As part of the City's Wellness program and the encouragement of good health practices, the City will provide Seventy-Five Dollars ($75.00) towards an annual physical examination.

18.8 Employee Health and Welfare Benefit Board:

A) The Union will select four (4) representative board members. Along with representatives from the City and other bargaining units, these representatives will serve on the City of Yakima Employee Health and Welfare Benefit Board, hereinafter referred to as the "Board."

B) The purpose of the Board shall be to study and become informed regarding Health Insurance Programs, including the City's modified self-funded program; to identify perceived and real problems, and make recommendations to the City and to the Union on ways to improve and enhance, in an economical fashion, the Health Care Insurance Program.

C) To enable the Board to become knowledgeable and to make reasonable and objective recommendations for change, the City agrees to the following:

1) There shall be complete and open disclosure within the limits of medical confidentially to the board by City staff and Insurance Providers on information necessary for the board to complete its duties.

2) The Board shall be permanent. Any member(s) of the board who for any reason step down as a Board Member shall be replaced by the same selection process hereinabove.

18.9 Right of Withdrawal:

The Union shall have the right to withdraw from the City's self-insured program by notifying the City in writing six (6) months in advance.

18.10 VEBA:

The Union has the option to participate as a group in the VEBA program set up by the City of Yakima upon 90 days advance written notice to the City.

ARTICLE 19 - LIFE INSURANCE

19.1 Employee Life Insurance Benefit:

The City shall provide a life insurance policy to bargaining unit member with a face value of Fifty Thousand Dollars ($50,000). The life insurance premiums shall be paid in full by the City.

ARTICLE 20 - SICK LEAVE

20.1 Sick Leave:

Sick leave with pay is established as an insurance program for salary continuation during periods of illness, and particularly extended illness as follows:

A) Accrual:

All full-time employees shall accrue sick leave with pay at the rate of eight (8) hours per month for each full calendar month of the eligible employee's continuous service with the City. Said accrual shall be prorated for partial months worked, as well as prorated for permanent part-time employees.

B) Use:

Effective June 1, 2005, sick leave cannot be used during the month of accrual.

C) Sick Leave Not Used/Capped:

Unused sick leave shall accumulate to a maximum of 1040 hours. Employees whose sick leave balance exceeded the aforementioned maximum as of December 31, 1981 shall be

permitted to exceed the maximum until such time as their use reduces the balance below 1040 hours. No additional credits will be subsequently earned or allowed to accumulate above the cap of 1040 hours.

20.2 Permissible Use of Sick Leave:

An employee eligible for sick leave with pay, shall be granted such leave for the following reasons:

A) Instances of personal illness or physical incapacity resulting from causes beyond employee's control;

B) To care for a child of the employee with a health condition that requires treatment or supervision; "child" as used herein means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in the place of a parent ("in loco parentis" as legally defined) who is (a) under eighteen years of age or (b) eighteen years of age or older and incapable of self-care because of a mental or physical disability;

C) To care for a spouse, parent, parent-in-law, or grandparent of an employee who has a serious health condition or an emergency condition; "parent" as used herein includes an individual who stood in the place of a parent ("in loco parentis" as legally defined) to an employee when the employee was a child.

D) For verifiable visits to a health care provider, for the employee, or for the employee's immediate family.

1) For the intent of this CBA, the "Immediate Family" is defined as persons related by blood, marriage, legal guardianship or adoption such as any wife, husband, parent, grandparent, brother, sister, child, recognized foster child, or grandchild of the employee.

2) The term immediate family does not include persons sharing the same general household when the living style is primarily that of a dormitory or commune.

E) Quarantine of employee due to exposure to a contagious disease.

F) On the Job injuries:

The sick leave buy back program for work related injuries is eliminated and time loss compensation will be paid in accordance with City of Yakima Administrative Policy PER 405 and in compliance with State of Washington Labor and Industries industrial insurance laws.

A member who is receiving industrial insurance benefits and whose authorized leave of absence for the injury exceeds 12-weeks covered by the federal Family and Medical Leave Act shall be required to pay only the employee's portion of the health insurance premium for an additional 12-week period. At the end of the second 12-week period and

if the employee has not returned to work, the employee shall be required to pay for both the employee and the City's portions of the applicable health insurance premium.

20.3 Bereavement Leave:

A) Employees who are eligible for sick leave under this CBA shall:

1) In the event of each death in the employee's immediate family, employees may consume up to three (3) days bereavement leave, per year, without loss of pay. These three (3) days shall not be credited against their sick leave accrual.

2) In the event of any days beyond the initial three (3) bereavement days per year, additional leave days will be debited against the employee's sick leave accrual.

20.4 Exception:

Employees are not allowed to report to work at another job during the same hours that sick leave is claimed. Violations shall be treated in accordance with Section 20.7 B of this CBA.

20.5 Sick Leave Exhausted:

Employees who have exhausted all accumulated sick leave may use accumulated vacation leave, compensatory, in-lieu time, or their personal holiday in lieu of sick leave subject to the requirements of Article 20-Sick Leave, Section 20.2-Permissible Use of Sick Leave, herein above.

20.6 Requirements for Paid Sick Leave Usage:

A) Absence Reported:

(1) Unless otherwise provided herein, every employee must report to the representative designated by his or her Department Head the reason for the absence as far in advance of the starting of their scheduled work day as possible. Generally, this report should be made no later than fifteen (15) minutes before the starting time of the shift on the first day of absence.

(2) **Police Services employees** must report the reason for any unscheduled absence due to illness or injury to the representative designated by the employee's Division Manager at least one (1) hour before the starting time of the shift on each day of an absence of less than three (3) days. For incidents more than three (3) days, Section 20.6(B) shall apply.

B) Incidents Greater Than Three Days:

For incidents of sick leave use lasting longer than three (3) working days, the Department Head may require the employee to submit a written explanation for the leave and may

also require the employee to submit a written statement by the employee's health care provider confirming the need for such leave. Requests for written statements from the employee's health care provider will be made prior to the employee's return to work.

C) Home Visits:

Employees may choose to permit home visits by the Employer. In the event that home visits are requested by the employer and denied by the employee, the sick leave usage may be denied as unverifiable.

D) Designated Medical Examinations:

The Employee must permit medical examinations as designated by the City, at the expense of the City. Scheduling of these medical examinations will be at the mutual convenience of the City and the employee.

20.7 Enforcement of Sick Leave Provisions:

A) Failure to Comply:

Any failure to comply with the provisions of Article 20 - Sick Leave, Section 20.6 -- Requirements for Paid Sick Leave Usage, hereinabove, shall be grounds for denial of sick leave with pay or other paid leave taken in lieu of sick leave for the period of absence.

B) Disciplinary Action:

Misrepresentation of any material facts in connection with paid sick leave or other paid leave taken in lieu of sick leave by an employee shall constitute grounds for disciplinary action, including suspension or discharge.

C) Review, Investigation, Disciplinary Action:

It shall be the responsibility of the Department Head or his/her designee to do the following:

1) Review all sick leave or other paid leave taken in lieu of sick leave and approve that which is bonafide and complies with the provisions of this section and forward approved time cards to the Payroll Officer. The Payroll Officer shall not certify the payment of sick leave or other paid leave taken in lieu of sick leave until the approved applications have been received, except that employees still absent at the end of a pay period may be certified for payment of sick leave or other paid leave taken in lieu of sick leave by the Payroll Officer upon recommendation of the Department Head as indicated by his/her signature on the time sheet and subject to the receipt of an approved application for sick leave pay or other paid leave taken in lieu of sick leave immediately upon the employee's return to work;

2) Investigate any suspected abuse of sick leave or other paid leave taken in lieu of sick leave;

3) Withhold approval of sick leave pay or pay for other leave taken in lieu of sick leave in the event of unauthorized use;

4) Initiate disciplinary action if, as a result of investigation, it is determined that an employee has been guilty of willful misrepresentation in a request for sick leave pay or other pay taken in lieu of sick leave pay.

20.8 Sick Leave Exchange: Up to 719 Hours:

A) Employees who have accrued up to 719 hours of sick leave may exchange sick leave as follows:

1) Additional Vacation Days:

Employees who have accrued up to 719 hours of sick leave hours may exchange sick leave hours for vacation days in accordance with Yakima Municipal Code 2.40.030 E-C.

2) Upon Retirement/Death:

Upon retirement or death, the employee's accrued sick leave up to and including 719 hours will be exchanged for pay at the rate of 50% of the employee's current base pay. The maximum payment shall be $7,500.

3) Upon Termination:

Upon termination under honorable conditions, as distinct from retirement or death, the employee's accrued sick leave up to and including 719 hours or less will be exchanged for pay at the rate of 25% of the employee's current base pay. Honorable termination includes layoff for budget reasons, as well as resignation with at least fourteen (14) calendar days notice. The maximum payment shall be $7,500.

20.9 Sick Leave Exchanged: 720 Hours or More:

A) Employees who have accrued 720 or more hours of sick leave may exchange sick leave for additional vacation days or for pay subject to the following provisions:

1) Upon Retirement/Death:

Upon retirement or death, the employee's accrued sick leave up through a maximum of 720 hours will be exchanged for pay at the rate of 100% of the employee's current base pay. The maximum payment shall be $16,500.

2) Upon Termination:

Upon termination under honorable conditions, as distinct from death or retirement, the employee's accrued sick leave up to a maximum of 720 hours will be exchanged for pay at the rate of 50% of the employee's current base pay. The maximum payment shall be $7,500.

3) Additional Vacation Days:

Employees who have accrued 720 or more hours of sick leave may exchange such sick leave for bonus (additional) leave days, at the rate of 32 hours of sick leave for each additional 8 hours of leave, not to exceed a total of 40 added leave hours

annually, utilization of which would be subject to the scheduling and approval by the Department Head.

20.10 Sick Leave Exchange Procedure:

A) Any permanent employee may exchange accrued sick leave as provided in Article 20 - Sick Leave, Sections 20.8 or 20.9 hereinabove, at the option of the employee, subject to the following conditions and provisions:

1) A request for such an exchange shall be made to the Finance Director, or his/her designee. All requests shall be in writing and shall be signed by the employee making the request.

2) 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 Finance Director, or his/her designee. Exceptions to the above will be made for termination, layoff or disability retirement.

3) No request will be granted for less than eight (8) hours pay or a minimum of three (3) days leave.

4) No exchange will be granted to an employee who has been terminated for cause.

5) In the event of layoff, exchange requests are the responsibility of the employee. Upon receipt of a written request to the Human Resources Division by the Employee, the City shall explain the Employee's exchange options.

20.11 Sick Leave Pool:

The three (3) days unpaid leave waiting period shall be eliminated for an employee to be eligible for the sick leave pool, as per the City of Yakima Municipal Code provision in 2.40.120 Shared Leave -- AFSCME Employees, #6, and in this agreement per Article 4 - Code Provision 6.

ARTICLE 21 - LAYOFF

In the event that it becomes necessary to amend the layoff procedure in the Charter Civil Service Rules, the City and the Union shall cooperate to develop layoff procedures which shall be mutually acceptable for submission to the Yakima Charter Civil Service Commission.

ARTICLE 22 - VACATION LEAVE

22.1 Vacation Leave Accrual:

Employees shall be granted annual vacation pursuant to the following conditions:

A) All full-time employees shall accrue vacation with pay as follows:

YEARS OF SERVICE	ACCRUAL RATE
After one (1) full year	7.67 hours per month (92 hours per year, 40 hours may be taken after 6 months)
After two (2) full years	9.0 hours per month (108 hours per year)
After five (5) full years	11.0 hours per month (132 hours per year)
After ten (10) full years	13.67 hours per month (165 hours per year)
After fifteen (15) full years	15.67 hours per month (188 hours per year)
After twenty (20) full years	17.00 hours per month (204 hours per year)

(For calendar year 2010 only the twelve (12) hour vacation leave increase will be placed in an employee's In-Lieu account.)

B) These accruals shall be prorated on actual hours worked for permanent, permanent part-time, and permanent seasonal employees.

22.2 Capped Vacation Accruals:

Employees shall be allowed to accrue a total amount of vacation time equal to the amount which can be earned in two (2) years.

22.3 Illness During Vacation Leave:

Employees who become ill while on approved vacation may utilize sick leave for the period of illness subject to the provisions of Article 20, Section 20.2, Paragraph B, provided the following conditions are met:

1. Immediately upon becoming ill, the employee notifies the Division Manager; and
2. Upon returning to work, the employee presents to the Division Manager a certificate from a health care provider stating the date and nature of the illness and the length of the incapacity.

22.4 Vacation Leave Use:

Vacation leave cannot be used during the month of accrual.

ARTICLE 23 - HOLIDAYS

23.1 Paid Holidays Recognized:

The following shall be recognized and observed as paid holidays:

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

23.2 Personal Holiday:

Employees have the availability of one (1) personal holiday per year.

23.3 Personal Holiday Taken:

The personal holiday may be taken subject to the following conditions:

A) The employee has been or is scheduled to be continuously employed by the City for more than six (6) months.

B) The employee has given not less than 14 calendar days of written notice to the Division Manager, provided, however, the employee and the Division Manager may agree on an earlier day.

C) The Division Manager has approved the day.

D) The day selected does not prevent a department from providing continued public service and does not interfere with the efficient operation of the department, and

E) The personal day must be taken during the calendar year of entitlement or the day will lapse except when an employee has requested a personal holiday and the request has been denied.

23.4 General Holidays:

Whenever any holiday specified by State law falls on Saturday, the preceding Friday shall be the holiday. Employees who work Friday in such case shall be paid according to City Code Section 2.40.080 Subsection E. Whenever any holiday specified by State law falls on Sunday the following Monday shall be the holiday. Employees who work Monday in such case shall be paid according to City Code Section 2.40.080 Subsection E. At the employee's option, the employee may be paid at straight time with the equivalent of one and one-half (l-1/2) days being granted off within ninety (90) days in lieu of the premium holiday pay.

23.5 Weekend - Workers:

Whenever a holiday falls on a Saturday, the holiday shall be observed Saturday or if a holiday falls on Sunday, the holiday shall be observed Sunday for those employees regularly scheduled to work on Saturday or Sunday unless otherwise provided herein.

23.6 Release from Holiday Duty:

Requests for release from holiday duty will be acted upon by the Division Manager at least ten (10) days prior to the holiday unless otherwise provided herein. However, management may cancel an approved request if unforeseen events create a staffing vacancy which must be covered, or in case of an emergency. Subsequent to approval of holiday time off, employees may not demand to work the holiday.

23.7 Equivalent Day Off:

A) If a holiday falls on an employee's normal day off, an equivalent day off will be granted to the employee to be scheduled within ninety (90) days of the holiday. The employee may express a preference on the equivalent day to take off, however, the ultimate decision will be made by the Division Manager.

B) Whatever the employee's scheduled work day period may be, the holiday(s) taken are worth the same number of hours as the employee's regularly scheduled work day.

23.8 Wastewater Division Holidays:

Due to the around-the-clock nature of services provided by the Wastewater Division, it is often necessary to assign holiday work shifts to members of the bargaining unit.

A) Holiday shifts shall be worked as assigned. In the instances of holiday shifts, relevant staffing levels will be determined by operational circumstances.

B) Requests for release from holiday duty shall be submitted to the Wastewater Division Manager as early as possible, but no later than thirty (30) days prior to the holiday. Approval of holiday time off is at the discretion of management, and is dependent upon operational requirements.

23.9 Refuse Division Holidays:

Holidays shall be worked as assigned except as modified herein below.

A) In addition to Thanksgiving, Christmas, and New Year's Day, which shall be non-working holidays, employees of the Refuse Division shall not work on any contract holiday when the County landfill is closed.

1) Provided, however, that when those holidays fall within the work week, uncollected refuse on those days will be collected on a weekend or other alternate day to be set by the Division Manager.

2) Employees working the alternate day will be paid at the overtime rate for all hours over 40.

23.10 Police Department Holidays:

Due to the critical nature of the public safety services provided by the Police Department, the following provisions apply to members of the bargaining unit assigned to all Police Divisions, in lieu of and notwithstanding any other provision of this contract to the contrary:

A) Holiday shifts shall be worked as assigned. Relevant staffing levels will be determined by the Department in accordance with operational requirements.

B) Requests for release from holiday duty shall be submitted to the employee's supervisor at least thirty (30) calendar days prior to the holiday.

C) Time off shall be granted in order of first come / first serve within a squad or work unit. If there is a conflict, seniority prevails.

D) In lieu of overtime payment for holidays worked, employees of the Police Department receive a bank of eighty-eight (88) hours of holiday time on January 1 of each calendar year which they may use at their discretion, subject to the supervisor approving the time off.

E) If a holiday occurs on a day the employee is not scheduled to work, no time is deducted from the employee's in-lieu holiday bank.

F) If a holiday occurs on a day the employee is scheduled to work, but the employee requests and is granted the day off, the time is deducted from the employee's in-lieu holiday bank.

G) All in-lieu holiday hours must be taken during the calendar year of entitlement.

H) An employee who uses up their 88 hours of holidays and leaves the Department before December 31 shall have 8 hours removed from their earned leave account or final pay for each holiday remaining in the calendar year.

23.11 Permanent Seasonal Employees - Thanksgiving Holiday

A) Seasonal Employees that are in a pay status the workday before the Thanksgiving Holiday but will be in a "Leave Without Pay" status because of the end of the work season remain eligible to receive the Thanksgiving holiday pay.

ARTICLE 24 - WORK DAY / WORK WEEK PROVISIONS

24.1 Work Day, Work Week:

Employees shall be scheduled to work regular hours for each work day and each work week in accordance with the provisions established below. Employees' schedules will conform to the provisions of this CBA unless specifically modified by an Addendum to this contract.

24.2 Permanent Full-Time and Permanent Seasonal Employees:

The following provisions apply to Permanent Full-Time and Permanent Seasonal Employees, unless otherwise provided herein:

A) Work Day:

Employees will be scheduled to work a day of eight (8), nine (9), ten (10) or twelve (12) consecutive hours within a 24 hour period. At the discretion of Management, if it works for the division for sound business needs and with prior supervisor/manager approval, the appropriate option(s) will be selected.

B) Work Week:

1) The work week may consist of five (5) consecutive eight (8) hour days with two (2) consecutive days off;

2) The work week may consist of four (4) consecutive ten (10) hour days with three (3) consecutive days off;

3) The work week may consist of five (5) consecutive nine (9) hour days, with two (2) consecutive days off, alternating with three (3) consecutive nine (9) hour days and one (1) eight (8) hour day followed by three (3) consecutive days off.

4) The work week may consist of four (4) ten (10) hour shifts with four (4) consecutive days off, alternating with four (4) ten (10) hour shifts with two (2) consecutive days off.

C) **Regular Hours:**

The City shall establish each work schedule which shall provide for regular starting and quitting times for each work day, and shall provide for the work week to begin and end on regularly established days of the week.

D) **Meal Periods:**

The work day will provide for at least one 30 minute unpaid meal period to be scheduled as near mid-shift as possible. If an employee works 2 hours or more beyond a normal work day, the City shall grant the employee at least one additional 30 minute unpaid meal period prior to or during the overtime period. The City shall grant 30 unpaid minutes to eat every 4 hours thereafter while the employee continues to work.

E) **Rest Periods:**

The City shall provide employees with a 15 minute rest period for each one-half (1/2) shift provided the scheduled half shift exceeds a period of three (3) hours. The City shall establish when the rest period shall be scheduled and rest periods will be scheduled as near the middle of each half shift as reasonably possible.

24.3 Permanent Part-Time Employees:

The following provisions apply to Permanent Part-Time Employees unless otherwise provided herein:

A) **Schedules:**

Permanent part-time employees will be assigned to schedules which may consist of a part-time work day, a part-time work week or a combination thereof. Whenever possible, permanent part-time employees shall be assigned to a specific work schedule not requiring split days off in a calendar week. However, permanent part-time employees may be assigned work to fill-in while permanent full-time employees are absent due to vacation, illness, or other cause that may preclude the assignment of a specific work schedule for that time period.

B) **Work Day:**

Permanent part-time employees may be assigned to a work day of eight (8) hours or less and scheduled for consecutive hours of work.

C) **Work Week:**

Permanent part-time employees' work week may be scheduled for consecutive or non-consecutive days. For example: an employee may be scheduled to work on Monday,

Wednesday and Friday; or, an employee may work Monday, Tuesday, Wednesday and Thursday. Work weeks shall be scheduled to meet the needs of the division/department.

D) Regular Hours:

Permanent part-time employees will be scheduled to a work day with regular starting and ending times.

E) Meal Periods:

Permanent part-time employees will be entitled to at least one 30 minute unpaid meal period after four (4) hours of work.

F) Rest Periods:

Permanent part-time employees will be provided a 15 minute paid rest period for each continuous four (4) hour period the employee works, provided that no permanent part-time employee shall be required to work more than 3 hours without a rest period. The City shall establish when the rest period shall be scheduled and rest periods will be scheduled as near the middle of each half shift as reasonably possible.

24.4 On-Call Employees:

On-call employees will not be scheduled to work a regular set shift, but rather, will be called to work to fill-in during the absence of another employee. On-call employees will be entitled to the meal and rest periods provided for in the scheduled shift for which they are called out.

24.5 Minimum and Maximum Shift:

No employee will be scheduled to a regular shift of less than four (4) consecutive hours. No employee shall be scheduled to a regular shift of greater than 12 consecutive hours.

A) Minimum Exception:

The Parks and Recreation Division may in fact have the need to schedule pieces of regular shifts in segments less than four (4) consecutive hours due to the nature of classes, activities, and seasons.

24.6 Work Schedule Changes:

A) Any overall, long-term change in work schedules will be discussed between the City and the Union prior to implementation. The City shall provide written notice to the Union and the employees outlining work schedule changes. The City may change the regular starting and quitting times and the days worked in a week with ten (10) working day notice prior to the effective date of the new schedule. The ten (10) work day notice may be waived upon written mutual agreement between Management and the affected employees and AFSCME Local 1122.

B) Although reasonable warning will be given whenever possible, the ten (10) work day notice provision will not be required for temporary individual shift assignment changes which may be made only to cover for the absences of another employee.

C) Other than the reasons cited hereinabove, an employee's work shift shall not be changed to avoid payment of overtime when an employee is called to work outside that employee's regular work shift or called to work before the regular starting time or retained to work beyond the regular quitting time.

24.7 Emergency Situations:

A) The City shall determine when an emergency situation exists.

B) An emergency is a sudden, unexpected event which creates a situation endangering the public or employee's health and/or safety.

C) In the case of emergencies, management may make schedule changes as required to protect the public or employees without discussion with the Union or notice to the employees.

D) However, management will endeavor to preserve employee work schedules whenever possible.

24.8 Parks and Recreation:

Employees of the Parks and Recreation Division may be scheduled for split work days and split work weeks when necessary. All work schedules shall have established starting and quitting times for each day, shift or shift part.

24.9 Water Treatment Plant:

A) Water Treatment Plant Chief Operators hired before January 1, 1996, at the City's Water Treatment Plant will rotate every twenty-eight (28) days from days to nights and nights to days, as applicable.

B) Water Treatment Plant Chief Operators hired after January 1, 1996, will work a straight night shift schedule (limited to 2 operators). The relief operator responsibilities will rotate every three (3) months.

C) All of the Water Treatment Plant Chief Operators, including the night operator(s), will work the relief rotation. As the rotating shift schedule progresses into a shift partnership with the straight night shift operator, the operators hired before January 1, 1996 will work day shift. The work week begins 6:00 a.m. each Sunday.

D) Employees hired before January 1, 2005, will continue to be given the choice of being either salaried or hourly.

1) Salaried employees will earn nine (9) hours of compensatory time (six hours at time and one-half) during their 46-hour workweek, which shall be taken as nine (9) hours of compensatory time during their thirty-one (31) hour workweek.

2) Hourly employees will be paid overtime for six (6) overtime hours worked in the 46-hour workweek. The next week they will be paid for thirty-one (31) scheduled hours worked.

E) Employees hired after December 31, 2004, will be hourly and will be paid overtime for six (6) hours overtime hours worked in the 46-hour workweek. The next week they will be paid for thirty-one (31) scheduled hours worked.

24.10 Police Department Work Day, Meal and Rest Periods:

The following provisions apply to members of the bargaining unit assigned to the Police Department in lieu of and notwithstanding any other provision of this contract to the contrary:

A) The work day for Police Department employees shall be either eight (8), ten (10), or twelve (12) hours within a twenty-four (24) hour period, at the discretion of management.

B) Due to the critical public-safety nature of the services performed by Police Department employees, it is occasionally not possible to relieve employees from their work stations for meal and rest periods.

C) The length of the meal period for corrections officers in the Police Department shall be 40 minutes. Given the unique nature of duties performed by corrections officers, their meal period shall be paid.

D) The length of the meal period for service employees in the Police Department shall be 30 minutes. The meal period for service employees in the Police Department shall be paid.

ARTICLE 25 - OVERTIME AND COMPENSATORY TIME

25.1 Overtime Pay:

Employees who are required to work more than forty (40) hours in any work week shall be paid one and one-half (1-1/2) times the regular rate of pay for credited time in excess of forty (40) hours per week. Credited time shall be in fifteen (15) minute increments.

25.2 Compensatory Time:

Compensatory time off at the time and one-half (1-1/2) rate in lieu of overtime pay may be requested by the affected employee. In that event, compensatory time may be taken at

such time as is agreed upon by the employer and the employee, but may not be imposed by the employer upon any employee who has not so requested such compensatory time off.

25.3 Compensatory Time Accrual:

Compensatory time off may be accrued to a maximum of forty (40) hours unless the City Manager approves additional accrual because of an emergency or other unusual circumstance.

25.4 Mandatory Training Time/Overtime:

Time spent by an employee beyond the normal working day for training classes required by the Division Manager shall be paid at the overtime rate of time and one-half (1-1/2) times the employee's regular rate of pay, or compensatory time earned at one and one-half (1-1/2) times the employee's regular rate of pay.

25.5 Travel Time:

Travel time for City business during regular working hours shall be considered compensable if approved in advance. Travel time outside of regular business hours on City business shall be compensable time if the intended travel is required by the Division Manager. If traveling by car outside of regular business hours for training not required but approved by the Division Manager, only the driver shall be compensated for travel time.

25.6 City Provided Meals:

In the event an employee is unable to provide or obtain the meal(s) due to location or time of day or emergency, the division head shall insure the employee obtains a meal provided by the City.

ARTICLE 26 - BILINGUAL SPECIAL PAY

Employees who have Spanish bilingual capacity shall receive Sixty Dollars ($60.00) per month for their work in that capacity subject to prior written approval from their respective Department Head and subject to achieving a passing score on the bilingual skills examination conducted under the Charter Civil Service Rules and Regulations and administered by the Civil Service Chief Examiner. The Chief Examiner may waive this testing requirement if the employee can demonstrate to the satisfaction of the Chief Examiner, through documentation (i.e. court interpreter certification from the State of Washington) that the employee has sufficient bilingual skills in the Spanish language.

ARTICLE 27 - CALL OUT PAY

Employees who are called back to work after completing their regular shift or who are called to work on a day off shall be paid a minimum of two (2) hours pay at the time and one-half rate for all time worked up to two (2) hours. Any time worked in excess of two (2) hours shall be paid at the time and one half rate. This Article shall apply to all bargaining unit members, including employees in the Police Department subpoenaed to testify in their official capacity.

For example:

30 minutes call out = 2 hours at 1½
4 hours call out = minimum of 2 hours at 1½ plus 2 additional hours at 1½

ARTICLE 28 - STANDBY PAY

28.1 Standby Availability:

The determination of the need for and assignment of standby time is a responsibility of Management. Employees will have the opportunity to volunteer or exchange for standby prior to being made a required assignment. The employee must notify his/her supervisor in writing by the end of the previous shift of an exchange with another employee for assigned standby.

28.2 Standby Pay:

Compensation for assigned standby time is Two Dollars ($2.00) per hour.

28.3 Maintenance of Physical and Mental Capacity

Employees, when on assigned standby time, are required to maintain the same required physical and mental capacity that is required during regular scheduled work hours and are to be reachable if called.

ARTICLE 29 - SHIFT DIFFERENTIAL

29.1 Differential Pay for Alternate Shifts:

A) This article applies to hours worked between 6:00 p,m, and 6:00 a.m. on weekdays. Employees who work after 6:00 p.m. due to an extended work shift shall receive an additional four percent (4%) per hour over base pay for the hours worked within the stipulated period to the nearest one-half (1/2) hour.

B) For those employees who are regularly scheduled to work an alternate shift where all or part of the shift hours fall between 6:00 p.m. and 6:00 a.m. weekdays or on Saturday and Sunday at anytime shall be entitled to the differential pay as described

in Section A. Such employees shall receive the differential pay when utilizing accrued vacation, sick leave, holiday, personal holiday or bereavement leave, provided that the leave is preceded and succeeded by a regularly scheduled alternate shift.

C) Those employees who are called back to work after completing their regular shift or who are called to work on a day off (per Article 27 – Call Out Pay) shall be paid an additional four percent (4%) for any time worked in excess of one (1) hour between the hours of 6:00 a.m. and 6:00 p.m.

D) This article does not apply to Standby Pay that will be paid in accordance with Article 28 – Standby Pay, of the Collective Bargaining Agreement.

ARTICLE 30 – FIELD TRAINING OFFICER PAY

30.1 Corrections officers assigned to train newly hired corrections officers and actually engaged in the same shall receive Field Training Officer (FTO) Pay equal to Five Percent (5%) of their normal rate of pay per hour for time spent engaged in the same. Officers assigned such duty for periods of less than forty (40) hours during the pay period shall not be eligible for FTO pay. The City retains the exclusive right to select Field Training Officers and determine the duration of assignment.

ARTICLE 31 – SPECIAL ASSIGNMENT PAY

31.1 Pursuant to Yakima Municipal Code 2.20.088, when a salaried permanent employee represented by AFSCME Local 1122 works for one hour or longer in a higher classification and in a different classification series from which the employee is regularly employed and performs substantially all of the duties of such higher classification and is not actually receiving supervised training for such position, the employee shall be paid at the pay step in the higher classification which is next higher in amount above the employee's pay in the lower classification for all such hours consecutively worked in the higher classification.

31.2 Pursuant to Yakima Municipal Code 2.20.088, when a salaried permanent employee represented by AFSCME Local 1122 works four consecutive hours or longer in a higher classification in the same classification series in which the employee is regularly employed and performs substantially all of the duties of such higher classification and is not actually receiving supervised training for such position, the employee shall be paid at the pay step in the higher classification which is next higher in amount above the employee's pay in the lower classification for all such hours consecutively worked in the higher classification.

ARTICLE 32 - LICENSING AND LICENSING RENEWALS

32.1 Licensing and Licensing Renewals:

Except for a basic Washington State driver's license, the City of Yakima will pay initial and all required renewal fees for any license/certificate required by the City after becoming a permanent employee to hold any given position as a condition of employment. If licenses are initial conditions of employment, the prospective employee will be required to pay for such licenses before becoming a permanent employee.

Effective January 1, 2011:

A) Employees may elect to renew their Commercial Drivers License (CDL) medical certification through their regular attending physician at their own expense or at the medical clinic authorized by the City at the City's expense.

B) The employee will sign a waiver agreeing to hold the city harmless to liability if they purposely misrepresent or do not accurately disclose medical conditions to their physician during the CDL medical certification process. The employee and physician waivers are incorporated into this Agreement as Appendix A.

32.2 Changes of Status:

Employees shall immediately report to their supervisor any change in status, expiration, or loss of any required license or certificate, including but not limited to Medical Examiner's Certificates.

32.3 Employee-Caused Licensing Reinstatements:

Failure to maintain required license/certificates may lead to a change in employment status. Employee-caused license/certificate reinstatement costs shall be born by that employee.

ARTICLE 33 - PERMANENT PART-TIME EMPLOYEES, ON-CALL EMPLOYEES, AND PERMANENT SEASONAL EMPLOYEES

33.1 Permanent Part-Time Employee On Call/Call Out:

A) Permanent part-time employees may work on an "on-call" basis and may be asked to report daily to their duty station to determine if their services are needed for that work day.

1) Such employee will receive compensation only if their services are needed.

33.2 Required Residential Phones:

Permanent part-time employees may, as a condition of their employment, be required to have a telephone in their personal residence so that they may be notified if they are needed to work on a particular day.

33.3 Earned Leave in Lieu of Work:

If called to report for work in their assigned job classification, permanent part-time, on-call, or seasonal employees shall report to work or utilize vacation, sick leave, or other earned time off in accordance with the provisions of this CBA.

33.4 Overtime/Permanent Part-Time:

Permanent part-time employees will be eligible to receive overtime payments in accordance with Article 24 only if they work more than forty (40) hours in any work week. No overtime compensation will be paid if such employee exceeds the regularly scheduled workday unless such work causes the employee to work more than forty (40) hours in the work week.

33.5 Call Out Pay for Permanent Part-Time, On Call, and Seasonal Employees:

The provisions of Article 27-Call Out Pay, shall not apply to permanent part-time, or on-call employees.

33.6 Actual Percentage of Time Worked:

A) Permanent part-time employees shall accrue all earned benefits including, but not limited to: vacation leave, sick leave, and longevity.

B) Permanent part-time employees shall be compensated for all earned benefits at the accrual rate prescribed in this CBA prorated to reflect the actual percentage of time worked.

C) Employees' benefit accruals will be adjusted monthly to reflect actual benefit accrual rates.

ARTICLE 34 - TEMPORARY EMPLOYEES

34.1 Temporary Employees:

In the event the City deems it necessary to employ temporary employees, the following shall apply:

A) The City shall regulate and administer the procedures and standards for hiring temporary employees.

B) Temporary employees shall not be allowed to work more than 866 hours in a calendar year.

C) The City shall provide a temporary employees report, on a quarterly basis, for AFSCME Local 1122 reflecting Hire Dates and Termination Dates by Division and/or Department.

34.2 The City and the Union agree to establish a Labor Management Task Force to study temporary hiring practices in the City and negotiate in good faith possible changes.

ARTICLE 35 - ENTIRE COLLECTIVELY BARGAINED AGREEMENT: [CBA]

35.1 Entire CBA:

This CBA constitutes the complete and entire Agreement between the parties and neither the City nor the Union shall be bound by any requirement not specifically stated in this CBA or applicable Charter Civil Service Rules. The parties are not bound by the past practices or understandings of the City or the Union unless such past practices or understandings are incorporated in this CBA.

35.2 Process:

A) The City and the Union acknowledge that each party has had ample opportunity to submit proposals with respect to any subject or matter not removed from the collective bargaining process by law and regarding wages, hours, and working conditions. They further agree that all said proposals have been negotiated during the negotiations leading to this CBA.

B) The parties further agree that negotiations will not be reopened on any item during the life of this CBA except by the mutual consent or as provided in Article 10 - Labor/Management Committee.

ARTICLE 36 - SAVINGS CLAUSE

36.1 Applicable Laws:

It is understood and agreed that all provisions of this CBA are subject to applicable laws, and if any provision of any Article of this CBA is held or found to be in conflict therewith, said Article shall be void and shall not bind either of the parties hereto, however, such invalidity shall not affect the remaining Articles of this CBA.

36.2 ADA/FMLA Compliance:

Notwithstanding any other provisions of this CBA the parties may take all actions reasonable to comply with the Americans with Disability Act and the Family Medical Leave Act.

36.3 Mandated Changes:

If the Washington State Health Services Act of 1993 or Federal Health Care legislation mandates changes to the Health Care Article of this CBA, then the parties agree to negotiate about those mandated changes.

ARTICLE 37 - TERMINATION

This CBA shall be deemed effective from and after the 1st day of January 2010 and shall terminate on December 31, 2011 provided, however, that this CBA shall be subject to such periodic changes or modifications as may be voluntarily and mutually agreed upon by the parties hereto during the term hereof.

EXECUTION

FOR THE UNION:

Yvette Lewis,
Staff Representative
Council 2, WSCCCE

Gary Hill, President
Local 1122 Bargaining Team

Mike Antijunti, Vice President,
Local 1122 Bargaining Team

FOR THE CITY OF YAKIMA

Dick Zais,
City Manager

Dave Zabell,
Assistant City Manager

Colleen Chapin,
Deputy Human Resources Manager

Michael Haider,
Local 1122 Bargaining Team

Chris Waarvick, Director
Department of Public Work

Mary Hurst,
Local 1122 Bargaining Team

Ken Wilkinson, Manager
Parks and Recreation Division

Royale Schneider,
Local 1122 Bargaining Team

Scott Schafer, Manager
Wastewater Division

Troy Tschauner,
Local 1122 Bargaining Team

Brian Vetsch,
Local 1122 Bargaining Team

Dave Williams,
Local 1122 Bargaining Team

ATTEST:

Deborah Kloster
City Clerk

YAKIMA SEAL WASHINGTON

CITY CONTRACT NO: 2011-04
RESOLUTION NO: R-2011-07

City of Yakima
AFSCME Commercial Driver License Medical Examination Declaration

MEDICAL EXAMINER DECLARATION

The City of Yakima provides paid medical examination services to all employees who are required to have a Commercial Drivers License endorsement as an essential function of their job. Your patient has selected to have you, their regular physician, complete this examination, at their own expense.

I am a licensed physician in _____ and conducted an examination of _____, a patient known to me, in order to determine their physical qualification for operating a commercial vehicle in accordance with the requirements of 49 CFR 391.41 -49.

By signing below, I declare that I am familiar with the requirements and guidelines developed by the Federal Motor Carrier Safety Regulations in making my determination of qualification, as well as the driver's responsibilities and work environment outlined in the introductory comments under "The Driver's Role" to 49 CFR 391.41.

I further declare that I have read and understand the "Instructions to the Medical Examiner" section of 49 CFR 391.41 including both the General Information and Interpretation of Medical Standards paragraphs.

_____ Date: _____
Signature of Physician

_____
Printed name of Physician

City of Yakima
AFSCME Commercial Driver License Medical Examination Liability Waiver

RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY, AND HOLD HARMLESS AGREEMENT

I am an AFSCME employee for the City of Yakima who must maintain a valid Commercial Driver's License (CDL) in order to operate any commercial motor vehicle. I understand that I must be physically qualified to do so in accordance with the Physical Qualifications for Drivers standards as set forth in 49 CFR 391.31, and must obtain a medical examiner's certificate initially and for subsequent license renewals. The City of Yakima provides paid medical examination services for this purpose. As an alternative to the City provided examination, I am electing to utilize my regular physician for the screening and certificate at my own expense.

I acknowledge my obligation to fully represent all medical information to my evaluating physician, and to accurately disclose any medical information or condition to the physician, requested or not, to the best of my ability.

I FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF YAKIMA, AND ITS ELECTED OR APPOINTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS FROM ANY CLAIM, DAMAGE, COST OR LIABILITY RESULTING FROM, OR RELATED TO, ANY INTENTIONAL MISPRESENTATION OR ANY FAILURE TO ACCURATELY DISCLOSE WHAT I KNOW TO BE RELEVANT MEDICAL INFORMATION TO MY EXAMINING PHYSICIAN.

I agree to all of these terms on behalf of myself, my child (if applicable), my spouse (if applicable), my family, my heirs, my executors and personal representatives of my estate, and this Release of All Claims, Waiver of Liability, and Hold Harmless Agreement is binding on them.

I have read and understand the information in this Release of All Claims, Waiver of Liability, and Hold Harmless Agreement.

_____ Date: _____
Signature of Operator

_____
Printed name of Operator

COUNCIL 2
WASHINGTON STATE
COUNCIL OF COUNTY AND CITY EMPLOYEES
AFSCME AFL-CIO
CHRIS DUGOVICH President/Executive Director

701 N. 1st Street, Suite 102
Yakima, WA 98901
(509) 452-7887 FAX (509) 575-1999

Affiliated with:
American Federation of State, County & Municipal Employee
Washington State Labor Council

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF YAKIMA AND MEMBERS OF AFSCME Municipal LOCAL 1122

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between Council 2, Washington State Council of County and City Employees representing Local 1122 American Federation of State County and Municipal Employees representing General City of Yakima employees, AFL-CIO ("Union") and the City of Yakima, a Washington municipal corporation ("City").

This MOU memorializes the agreements between the City and the Union regarding the issues described below, and the parties acknowledge that these issues have been negotiated in accordance with RCW 41.56.

The City and Union agree that the provisions as set forth in this MOU supersede any conflicting provisions in the Collective Bargaining Agreement (CBA) covering the period January 1, 2007 to December 31, 2009.

WHEREAS, the City and Union agree that under Washington State law, the expired Collective Bargaining Agreement remains in effect and the status quo is maintained in such situations; and

WHEREAS, the City and Union recognize the City's need for bilingual services, and maintain bilingual skill levels; and

WHEREAS, the City currently provides special pay of sixty (60) dollars per month to employees properly qualified to render bilingual services through the Collective Bargaining Agreement; and

WHEREAS, the parties have agreed to memorialize their agreement on this issue in the form of this MOU,

NOW, THEREFORE, it is agreed by and between the City and the Union as follows:

1. Effective January 1, 2011, qualified employees currently receiving bilingual pay, and those subsequently qualifying for such pay shall receive bilingual pay in the amount of 3% of the employees base pay per month for their work in that capacity. The special pay is subject to prior written approval from their respective Department Head and achieving a passing score on the bilingual skills examination conducted by the Chief Examiner under the Charter Civil Service Rules and Regulations. The Chief Examiner may waive this testing requirement if the employee can demonstrate through documentation (i.e. court interpreter certification from the State of Washington) that the employee has sufficient bilingual skills in the Spanish language. Once certified and compensated for the bilingual special pay the employee can only stop providing this service if the Department Head determines the skill is no longer needed.

2. The parties acknowledge that their obligations to engage in collective bargaining over the provisions of this agreement are fulfilled.

3. This agreement is effective January 1, 2011.

THIS MOU is executed by the parties this 30th day of December, 2010.

CITY OF YAKIMA

R. A. Zais, Jr. On behalf
City Manager

AFSCME LOCAL 1122

Gary Hill
President

Yvette Lewis
Staff Representative

ATTEST:

City Clerk

YAKIMA SEAL WASHINGTON