COLLECTIVE BARGAINING AGREEMENT

by and between

CITY OF YAKIMA

and

YAKIMA POLICE PATROLMANS ASSOCIATION

Effective January 1, 2011 through December 31, 2011

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COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE CITY OF YAKIMA AND

YAKIMA POLICE PATROLMANS ASSOCIATION

THIS AGREEMENT, is made and entered into by and between the City of Yakima, Washington, hereinafter called the City, and the Yakima Police Patrolmans Association, hereinafter called the Association.

WITNESSETH:

WHEREAS, Chapter 41.56 of the Revised Code of Washington (hereinafter RCW 41.56) contemplates the execution of collective bargaining agreements between cities and collective bargaining representatives of government employees, the intent and purpose of such chapter being the promotion of the continued improvement of the relationship between the 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

WHEREAS, the parties to this agreement recognize that benefits accrue to employees of the City by virtue of their Association membership, and that the best interests of the government and people of the City of Yakima are served by the City's official recognition of the Association,

NOW, THEREFORE, pursuant to RCW 41.56, and in accordance with the intent and purpose thereof, and for the purpose of promoting the morale, well-being and security of the employees of the Yakima Police Department represented by the Association, 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 ASSOCIATION/BARGAINING UNIT

The City hereby recognizes the Association as the exclusive bargaining representative of employees within the bargaining unit, which consists of all full-time regular police officers, including probationary police officers, of the Yakima Police Department except those persons appointed to positions above the rank of Sergeant.

ARTICLE 2 - COLLECTIVE BARGAINING REPRESENTATIVES

Collective bargaining between the parties shall be carried out by the City Manager, or his designates, on behalf of the City Council, and a person or persons representing the Association. The Secretary of the Association shall notify the City Manager in writing of the names of the person or persons representing the Association for collective bargaining purposes and the City Manager shall notify the Association of his designates in a similar manner.

ARTICLE 3 - ASSOCIATION MEMBERSHIP/PAYROLL DEDUCTIONS

Section 1 - Association Membership. Each employee within the bargaining unit is eligible to become and remain an Association member. However, active Association membership shall not be open to those employees of the Yakima Police Department permanently appointed to the positions excepted from the bargaining unit by Article 1 of this Agreement. In the event an Association member is permanently appointed to any position excepted from the bargaining unit, active Association membership shall thereupon be closed to him and he shall immediately discontinue active Association membership.

Section 2 - Payroll Deductions. The City agrees to deduct Association membership fees, dues and other assessments by the Association against its members within the bargaining unit from the pay of those members who authorize the City to do so in writing. The Secretary of the Association shall forward signed authorization cards to the Finance Officer of the City setting forth the amounts to be deducted from the pay of each such person. The City shall transmit to the Treasurer of the Association the aggregate of such deductions during each calendar month, together with an itemized statement, on or before the 20th day of each month following the month for which such deductions are made. In the event the City receives a written notice, signed by any person from whose pay such deductions are being made, that no further deductions are to be made, the City shall make no such deductions from any pay earned by that person after receipt by the City of such notice. The City shall notify the Secretary of the Association of all such notices received by the City, which notification to the Association shall be given in writing no later than the next working day after the receipt of such notice by the City and shall include the name of the person involved. The Association agrees to defend, at the expense of the Association, any claim, allegation, cause of action, or lawsuit against the City arising from the above cited deductions or the transmittal of such deductions to the Association, except one brought by the Association for failure of the City to comply with the terms of the Agreement.

ARTICLE 4 - ASSOCIATION SECURITY

It shall be a condition of employment that all employees covered by this Agreement who are members of the Association in good standing on the effective date of this Agreement shall remain members in good standing. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or before the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing of the Association.

All employees covered by this Agreement, except new employees during the first thirty-one (31) days of their employment, shall be required to be and remain members in good standing of the Association.

The City shall discharge any employees as to whom the Association, through its authorized representative, delivers to the City a written notice that such employee is not in good standing in conformity with this Article. Upon receipt of a notice requesting termination of an employee who has not become or remained a member in good standing of the Association, the City shall immediately notify such employee that if he has not complied with the Association membership requirements of this Agreement within fifteen (15) days, his employment shall automatically be terminated. The Association agrees to withdraw any letter of termination if the employee, in respect to whom such letter has been served, shall complete his membership requirements within the time limit specified heretofore.

Any employee having objections to Association membership, based on bona fide religious tenets or teachings of a church or religious body of which he is a member, shall pay an amount of money equivalent to regular Association dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the objecting employee and the Association. Written proof of payment shall be given to the authorized representative of the Association.

If an employee for any reason does not wish to be a member of the Association, that employee shall proportionately and fairly share in the cost of the collective bargaining process. Therefore, the cost for such bargaining unit member shall be fixed proportionately at the amount of dues uniformly required of each member of the bargaining unit to defray the cost of services rendered in negotiating and administering this Agreement. Payment of a maintenance fee in this amount shall be in lieu of another obligation under this Article.

Indemnification. The Association shall indemnify, defend, and hold the Employer harmless from all suits, actions, proceedings and claims against the City or persons acting on behalf of the Employer, whether for damages, compensation, reinstatement or any combination thereof arising from the sole application of this Article of this Agreement. In the event that any part of Article III shall be declared invalid or that all or any portion of the monthly service fee must be refunded to any non-member, the Association and its members shall be solely responsible for such reimbursement.

ARTICLE 5 - NON-DISCRIMINATION

It is the policy of the City of Yakima and the Association not to discriminate against any employees or applicants for employment because of race, color, religion, age, sex, physical, mental, or emotional handicap or national origin. It is not the intent of management to lower employment standards or hire individuals incapable of performing the required tasks of the job classification.

Nothing in this section shall prohibit the City from establishing bona fide occupational qualifications.

ARTICLE 6 - COLLECTIVE BARGAINING

Section 1. All matters pertaining to wages, hours and working conditions, except as otherwise provided in this Agreement, shall be established through the negotiation procedure.

Section 2. The Association shall submit to the City Manager and the City Manager shall submit to the Association a written proposal for any changes in matter pertaining to wages, hours, or working conditions desired for the successor contract. The written proposals of the Association shall be submitted no later than the first business day of July of the last year of the agreement and the City's proposal shall be submitted within ten (10) business days of receipt of the Association's proposal. The Association's receipt of the City's proposal shall be considered the formal commencement of negotiations. The Association and the City shall follow the collective bargaining procedure set forth in RCW 41.56, unless they mutually agree to waive said procedure in whole or in part.

Commencement of mediation or arbitration as therein provided shall not prevent the parties from entering into negotiations seeking to resolve any differences during the pendency of mediation or arbitration. Any agreements reached during such negotiations shall be reported to the appropriate panel, and thereafter shall not be considered by said panel.

All agreements reached not otherwise included in this Collective Bargaining Agreement shall be reduced to writing in a separate Memorandum of Agreement which shall be signed by the City Manager or his designee and the Association's representative.

Section 3. One copy of the preliminary City Budget for each year shall be delivered to the Association or the Association shall be given written notice where it may obtain same, as soon as said preliminary budget is printed. One copy of the adopted annual budget shall be delivered to the Association or the Association shall be given written notice where it may obtain same as soon as the adopted annual budget is printed.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 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 adjust 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 agreement may be resolved as fairly and expeditiously as possible.

Section 2 - Grievance Defined. A grievance is a dispute involving the interpretation, application or alleged violation of any specific provisions of this Collective Bargaining Agreement.

Section 3 - Special Provisions.

(a) To be reviewable under this procedure, a grievance must be filed in writing within thirty (30) calendar days after the action or decision giving rise to the grievance.

(b) The term "employee" as used in this Article shall mean the Association, individual employee, or group of employees, accompanied by a representative if so desired.

(c) An Association officer and/or aggrieved party shall be granted time off without loss of pay for the purpose of processing a grievance.

(d) The Association may initiate or process grievances with or without the consent of an individual employee.

(e) A grievance may be entertained in or advanced to any step in the grievance procedure if the parties so jointly agree. In the event the grievance relates to discipline greater than a verbal reprimand, the parties agree to forego the initial steps and file the grievance directly with the Chief of Police.

(f) 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 shall render the decision in favor of the other party.

(g) Any grievance shall be considered settled at the completion of any steps if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed period of time. If the grievance is not appealed as prescribed the issues shall be deemed withdrawn.

(h) If an employee seeks a Civil Service Remedy then said employee waives all rights to use the grievance procedure. If an employee uses the grievance procedure then said employee waives all rights to use the Civil Service Procedures. No later than the thirtieth (30th) calendar day after the action or decision giving rise to the grievance, the employee must make an election of remedies as set forth in this section.

Section 4 - Procedure.

(a) Written Grievance to Division Commander. As soon as possible, but in no case later than thirty (30) calendar days after an employee has been made reasonably aware of a wrongful act charged, an employee shall first reduce his grievance to writing and discuss it with his Division Commander. Said Commander or Designee shall make an investigation of the relevant facts and circumstances of the complaint and provide a written decision, and the reasons therefore, within fourteen (14) calendar days. If the grievance is delegated to a designee, such designation shall be acknowledged in the written response.

(b) Grievance Appealed to Police Chief. An employee who is dissatisfied with the decision of the Division Commander may submit the grievance in writing within ten (10) calendar days to the Police Chief. In the event the grievance begins with the Police Chief, the employee must file the grievance in writing within thirty (30) calendar days after the action or decision giving rise to the grievance. The Police Chief or Designee shall make a separate investigation and notify the employee in writing of his decision, and the reasons therefore, within fourteen (14) calendar days after receipt of the employee's grievance. If the grievance is delegated to a designee, such designation shall be acknowledged in the written response.

(c) Grievance Appealed to City Manager. An employee who is dissatisfied with the decision of the Chief of Police may request a review by the City Manager by submitting a written request to him. Such request shall be submitted within ten (10) calendar days after receipt of the decision from the Chief of the Police. The City Manager or Designee shall make a separate investigation and notify the Employee in writing of his decision, and the reasons therefore, within forty-five (45) calendar days. If the grievance is delegated to a designee, such designation shall be acknowledged in the written response.

(d) Arbitration. The Association shall notify the City Manager within forty-five (45) calendar days of the date the City Manager issues his decision in Section 7(4)(c) of this Collective Bargaining Agreement if the Association desires to submit the grievance to arbitration as the final step in the grievance procedure. In the event the parties are unable to mutually agree upon an arbitrator, either party may request a list for thirteen (13) qualified arbitrators according to the following procedure: the parties shall attempt to agree as to whether the Public Employment Relations Commission, the Federal Mediation and Conciliation Service, or the American Arbitration Association will supply the list. If no agreement is reached, the list shall be requested from the Public

Employment Relations Commission. The parties shall select an arbitrator from the applicable list by mutually agreeing to an arbitrator or by alternately striking names. The parties shall flip a coin to decide who starts the striking process. The final name left on this list shall be the arbitrator. The arbitrator's decision shall be final and binding but the arbitrator shall have no power to alter, modify, add to or subtract from the terms of this agreement. The cost of the arbitrator shall be borne equally between the City and the Association. The City and the Association will pay their own remaining costs of arbitration, including attorneys' fees, regardless of the outcome.

ARTICLE 8 – UNION LEAVE

Section 1 – Business Leave

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

(b) Members representing the Association, not exceeding three (3) in number, shall be granted leave from duty without any loss of pay during the post-impasse period as provided in RCW 41.56, for meetings between the City and the Association for purposes of interest arbitration hearings when such activities take place at a time during which any such members are scheduled to be on duty.

(c) Such officers and members of the Association as may be designated by the Association, not to exceed two (2) in number at any one time, shall be granted leave from duty with pay for Association business, such as attending labor conventions and educational conferences regarding collective bargaining, provided that notice of such conventions or conferences shall be given at least two (2) weeks prior thereto to Chief of the Police Department, and provided further that the total leave for the entire bargaining unit for the purposes set forth in this section shall not exceed fifteen (15) days in any fiscal year.

(d) Officers and members of the Association on business leave, either paid or unpaid, will list the date, place and nature or reason for leave on forms required by the Chief of Police, to enable the Chief to verify the legitimacy of such absence.

Section 2 – City owned Equipment and Supplies

An Executive Board Member may utilize city owned/operated equipment to communicate with the Association and/or Management for the exclusive purpose of administration of this Agreement. Such use will:

1. Comply with the City of Yakima, Computer Use Policy – ADM 620
2. Result in little or no cost to the City;
3. Not interfere with the performance of their official duties;
4. Not distract from the conduct of City business;
5. Not disrupt other City employees and will not obligate other employees to make a personal use of City resources;
6. Not compromise the security or integrity of city information or software; and

7. Not include the making of long distance telephone calls, except by the use of a personal calling card during a break.
8. Limited use of printer and copiers

The Association, its members and its Executive Board Members will not use City equipment for Association organizing or advocating for or against the Association in an election.

Section 3 –Meetings

Executive Board Members may be released during normal working hours to attend meetings scheduled for the following:

a. Grievance meetings, including attempts at informal resolution;
b. Investigatory interviews in according with Article 11, Employee Rights;
c. Pre-disciplinary and disciplinary meetings;
d. Other hearings and meetings related to contract administration.

Section 4 - Authorized Work Time

Executive Board Members shall be allowed release time while on duty to discuss grievances and/or disciplinary matters with Association members and engage in other contract administration work, provided that such discussion does not unreasonably interfere with the work and duties of the employees involved and provided further that if the discussion lasts more than 15 minutes, the Board Member will notify his/her supervisor and receive prior approval, which shall not be unreasonably denied.

Section 5 - Identification of Executive Board Members

The Union will provide the Chief and the Human Resources Office with a written list of current Executive Board Members. The Union will notify the Chief and Human Resources of any and all changes of Executive Board Members within ten (10) calendar days of the change. The Employer will not recognize an employee if his/her name does not appear on the list.

ARTICLE 9 - ASSOCIATION REPRESENTATIVE ASSIGNED DAY SHIFT

To assist the City during the term of contract negotiations, the Association Chairman, if a member of the negotiating committee, shall be assigned to an appropriate day shift. During the balance of the term of the contract the Association shall submit to the Chief of Police a list of not less than three (3) names of members (which may include the Chairman), authorized to handle a grievance, and the Chief shall schedule at least one (1) of these on an appropriate day shift.

ARTICLE 10 - MANAGEMENT RIGHTS

The City recognizes that the exercise of management rights shall not conflict with specific provisions of this agreement. The Association recognizes the exclusive right and prerogative of the City to make and implement decisions with respect to the operation and management of the Police Department. Such rights and prerogatives include, but are not limited to, the following:

(1) Establish, plan for, and direct the work force toward the goals of the City with regard to police services.

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

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

(4) Determine the procedures and standards for hiring and promotion consistent with Civil Service rules and regulations and the City Charter. However, if the Employer seeks to change Civil Service rules, then the parties will bargain about those changes.

(5) Determine and direct, from time to time, transfers and assignments of personnel to and from different duties, responsibilities and/or Departments.

(6) Decision to lay off personnel due to lack of work, lack of funds or reorganization.

(7) Discipline personnel for just cause.

(8) Determine and direct, from time to time, the retention or discontinuance of positions and classifications.

(9) Determine, from time to time, job descriptions, duties of personnel and job classifications.

(10) Determine the methods, means, equipment, numbers and kinds of personnel necessary to effectively and efficiently provide police and related services to the public.

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

(12) Assign work to and schedule employees in accordance with classifications and position descriptions, and to establish and change work schedules in accordance with Article 13.

(13) Take necessary actions to carry out the mission of the City in emergencies An emergency is defined as a sudden, unforeseen event which threatens the public health or safety.

(14) Assign incidental duties reasonably connected with but not necessarily enumerated in job descriptions which shall nevertheless be performed when requested to do so by the Employer.

The exercise of management rights shall not interfere with the Association's statutory right and duty to be the exclusive representative for bargaining unit employees.

ARTICLE 11 - EMPLOYEES' RIGHTS

No employee shall, by reason of his employment, be deprived of any rights or freedoms which are afforded to other citizens of the United States by the United States Constitution.

The employee will be required to answer any questions involving non-criminal matters under investigation. Prior to any questioning, the employee will be notified in writing and acknowledge receipt of the following:

> "You are about to be questioned as part of an internal investigation being conducted by the Police Department. You are hereby ordered to answer the questions which are put to you which relate to your conduct and/or job performance and to cooperate with this investigation. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding."

Section 1 - Discipline and Discharge. All discipline must be based upon just cause. Any discipline shall be imposed in a manner least likely to embarrass the employee before the public or other employees. Any disciplinary action imposed upon an employee may be the basis for a grievance through the regular grievance procedure.

Disciplinary actions or measures shall include the following: oral admonitions and warnings; written reprimand or written letters of warning; transfer for disciplinary reasons; suspension; demotion, or discharge. Discipline shall be progressive in nature where appropriate.

Where discipline consists of an oral admonition and/or warning alone that is not documented in the Department's personnel file, the employee is limited to the grievance procedure outlined in subsections (a) of Article 7, Section 4 of this Agreement. Such oral admonitions and/or warnings are not subject to investigation and review by the Police Chief and the City Manager pursuant to subsections (b) and (c) and are not subject to arbitration pursuant to subsection (d) of Article 7, Section 4 of this Agreement.

Section 2 - Bill of Rights. All employees within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Police Officers Bill of Rights." The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the actions of members of the force. These questions often require an immediate investigation by superior officers designated by the Chief of Police. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated.

(a) Notification of formal internal investigation. Within forty-eight (48) hours after the Department assigns an internal investigation number to an administrative investigation, any employee who is the subject of the complaint shall be informed in writing of the nature of the investigation, and advised of the rights of the employee unless notification may prejudice the integrity of the investigation. Any employee who is the subject of the complaint shall be informed in writing of the nature of the investigation and advised of the rights of the employee at least twenty-four (24) hours before any interview of the employee begins. The affected employee may waive the requirement to wait twenty-four (24) hours. Written notice shall include sufficient information necessary to reasonably apprise the employee of the allegations of such complaint. No employee will be interviewed over a subject that the employer knows or should know will result in an economic sanction without providing the notice required by this subsection.

(b) Recording Interviews. The Association stipulates that the interview of an employee during an investigation shall be audio recorded and a copy provided to each party. If the

employee objects to tape recording the interview, a court stenographer will be used and the expenses for stenography and transcription with two copies will be divided equally between the City and the employee as a condition of employment. The employee's portion of those expenses shall be deducted from his/her next paycheck.

Upon mutual agreement between the City and the Association representative, including agreement on the placement of the audio-visual equipment, the interview of an employee may be audio-visually recorded. The City will provide a copy of the audio-visual recording to the Association representative immediately or within twelve (12) hours following the completion of the interview.

(c) Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interviews shall be scheduled for the day time.

The interview, which shall not violate the employee's constitutional rights, shall take place at the Yakima Police Station facility, except where impractical. The employee shall be afforded the opportunity and facilities to contact and consult privately with an attorney of the employee's own choosing and/or a representative of the Association. Said employee's attorney and/or Association representative and/or Association attorney may be present during the interview but shall not participate in the interrogation except to counsel the employee, provided that the Association representative, employee attorney or Association attorney may participate to the extent permitted by the law.

(d) The questioning shall not be overly long and the employee shall be entitled reasonable intermissions as the employee shall request for personal necessities, meals, telephone calls and rest periods.

(e) Prior to the disclosure of investigation made in subsection (g) of this section, the employee shall not be subjected to any offensive language, nor shall the employee be threatened with dismissal, transfer, or other disciplinary punishment as a guise to obtain the resignation of the employee nor shall the employee be intimidated in any manner. No promises or reward shall be made as an inducement to answer questions. This provision does not apply to probationary employees.

(f) It shall be unlawful for the City to require any employee covered by this agreement to take or be subjected to any polygraph or any polygraph type of examination as the condition of continued or continuous employment or to avoid any threatened disciplinary action.

(g) Disclosure of Investigation. Except in the event good cause, investigations shall be completed within sixty (60) days. An employee who is the subject of an investigation shall be provided written notice if the investigation is not concluded within sixty (60) calendar days of the notification given per Article 11, Section 2 (a). The notice shall include a projected completion date and a brief description of the good cause basis for the delay. After the first notice, the employee shall be provided further notice of extensions at thirty day intervals. The proceeding requirement does not apply to criminal investigations.

No later than five (5) business days (Monday through Friday) prior to a pre-disciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition and shall be furnished a complete copy of the investigation report, provided that the Employer is not required to release statements made by persons requesting confidentiality where the request was initiated by such persons, and provided further, such confidential statements may not be relied upon to form the basis of discipline. The employee and his/her representative shall be allowed up to fourteen (14) calendar days to perform an independent investigation prior to the pre-disciplinary hearing, with additional time for good cause. The employee and any representative of the employee are prohibited from contacting any witnesses or complainants in the investigation until such time as the disclosure of investigation described in this subsection occurs. A copy of the final outcome documentation of the investigation will be sent to the YPPA union office upon completion.

(h) Use of Deadly Force Situations. When an employee, whether on or off duty, uses deadly force which results in the injury or death of a person, or discharges a firearm in which no injury occurs, the employee shall not be required to make a written or recorded statement for forty-eight (48) hours after the incident except that immediately following the incident the employee shall verbally report to a superior a brief summary of the incident and any information necessary to secure evidence, identify witnesses, or apprehend suspects. The affected employee may waive the requirement to wait forty-eight (48) hours.

(i) Psychological or Medical Evaluations. When there is probable cause to believe that an employee is psychologically or medically unfit to perform his/her duties, the employer may require the employee to undergo a psychological or medical examination in accordance with current standards established by the Washington Association of Sheriff's and Police Chiefs, the International Association Chiefs of Police, the American with Disabilities Act, and other applicable State or Federal Laws. Consultations with the City's Employee Assistance Program are not considered psychological or medical examinations.

(j) Personnel Records. The Police Department shall maintain only one working personnel file for each employee. The City Human Resources Division will retain the permanent personnel file. This does not preclude a supervisor from maintaining notes regarding an employee's performance, or the Department from maintaining computerized records relating to training, promotion, assignment, or similar data.
Annual employee evaluations and records of disciplinary action resulting in demotion or the loss of time or pay in the amount of forty (40) hours or more may be retained permanently. All other records of disciplinary action may be retained in an employee's Department personnel file for a period of not more than three (3) years, provided that if an employee's personnel record indicates a pattern of similar types of discipline, all such records may be retained until a period of three (3) years has elapsed during which there has been no further disciplinary action for the same or similar behavior. Records retained in an employee's Department personnel file longer than provided in this section shall be inadmissible in any proceedings concerning disciplinary action of that employee.

Upon receiving a request for all or part of a personnel file, the affected employee shall be notified of the request, and the information shall not be released for a period of three

business days from the time of said notification, except upon service of a court order or subpoena properly recorded and signed by a judge or magistrate demanding immediate release. The City Attorney will advise the Department in all matters pertaining to the release of information contained in a personnel file.

(k) Drug Testing. See attached Appendix B, the City of Yakima Police Department Drug and Alcohol Testing Policy.

(l) In the event of a layoff as provided for in Article 38, or a resignation or involuntary separation from service due a documented disability under RCW 49.60, the Americans with Disabilities Act, or other applicable disability law, resulting in the employee's inability to retain maintain fitness for duty, said employee shall be placed on a re-employment register for two (2) years from the date of separation.

In the event of a fitness for duty termination, upon verification that the employee is fit for duty the employee shall be subject to recall in the same manner provided for in the Police Civil Service Rules as are other employees on the re-employment register. The Employer retains the right to conduct its own medical examinations consistent with this agreement and the ADA, for the purpose of ascertaining the officer's fitness for duty. For the purposes of seniority and years of service calculations, employees re-employed through this process, who were terminated as the result of a lay off or fitness for determination shall be credited for applicable service time with a tolling for the period of discharge.

Within 90 days of the effective date of this agreement the Parties shall present to the Police Civil Service Commission, a mutual agreeable rule change implementing this Article.

ARTICLE 12 - WAGES

Section 1 - Base Monthly Salary Schedule.

a. Effective January 1, 2011, the compensation schedule in effect December 31, 2010, shall be increased by zero (0%).
b. The top step Sergeant monthly wage will be established and maintained at 15% above the top step Police Officer monthly wage.

Section 2. – Policy for Pay Steps. The following shall be the general policy with respect to the use of the pay steps within salary ranges:

a. The minimum rate of pay for a class shall be paid to any person on his original appointment, except appointments at a salary rate above the minimum may be authorized by the appointing authority when necessary to fill positions in "shortage" occupations or when necessary to recruit applicants with exceptional qualifications. Lateral hires with 2 years of more of experience (after the academy) within the last 3 years shall be appointed at step C.

b. The basic salary range shall consist of five steps to be known as Steps-A, B, C, D, and E. An employee, shall normally be advanced to the next higher step six months after the

date of hiring or promotion and to the succeeding steps at one-year intervals, providing that employee's work has been satisfactory and the employee is making normal progress on the job. For purposes of computing the length of time for eligibility for within-range increases, the period of all leaves of absence without pay shall not be included except to the extent required by law. In order to simplify the preparation of payrolls, eligibility for within-range salary increases shall be computed in the manner heretofore set forth; provided, however, that upon an eligibility date falling on or before the fifteenth day of the month, such increase shall become effective as of the first day of the month; and provided further, that upon an eligibility date falling on or after the sixteenth day of the month, such increase shall become effective as of the first day of the following month.

c. Contemporaneous with this agreement a letter of interpretation will drafted related to Article 12, Section 2 b. above.

Section 3. – Promotion and Demotion Wage Adjustments. When an employee is promoted, demoted or reinstated, the employee's rate of pay for the new position shall be determined as follows:

a. Promotion. An employee promoted to a position in a class having a higher pay range shall receive a salary increase as follows:

(1.) If the employee's rate of pay in the lower class is below the minimum salary of the higher class, the employee's rate of pay shall be increased to the minimum rate of the higher class.

(2.) If the employee's rate of pay in the lower class falls within the range of pay for the higher class, the employee shall be advanced to the pay step in the higher range which is next higher in amount above the employee's pay before promotion.

(3.) In the case of promotion, within-range increases shall be granted in accordance with subsection 2(b) of Article 12.

b. Demotion. An employee demoted from a position in one class to another class having a lower pay range shall receive a salary decrease.

(1.) If the rate of pay of the employee in the higher class is above the maximum salary for the lower class, the employee's rate of pay will be decreased to the maximum rate of the lower class.

(2.) If the rate of pay of the employee in the higher class is within the pay range of the lower class, the employee's rate of pay shall be reduced to the next lower pay step in the range.

Section 4 - Longevity. Commissioned Police Officers and Sergeants of the City of Yakima who are regularly and continuously employed full time, and who have completed periods of service as hereinafter set forth, shall receive compensation, called longevity pay, in addition to their regular salary, according to the following schedule, to be paid on the first applicable pay day following the 31st day of December and the 30th day of June of each year:

Years Of Service	Longevity Compensation
At least four (4) years and less than nine (9) years	1.5% of base monthly salary
At least nine (9) years and less than fourteen (14) years	3.0% of base monthly salary
At least fourteen (14) years and less than nineteen (19) years	5.5% of base monthly salary
At least nineteen (19) years and less than twenty-four (24) years	7.0% of base monthly salary
Twenty-four (24) years or more	10.0% of base monthly salary

Section 5 - Longevity Payment at Termination.

a. Upon termination of employment of anyone entitled to longevity pay, such person shall receive a longevity payment, according to the above schedule, for the number of months of eligibility served by such employee from the date on which the immediately previous longevity payment was made. Such payment shall not be made for fractions of a month, and if termination of employment occurs on or before the fifteenth day of any month, that month shall not be counted as one for which longevity pay is to be made, and if termination of employment occurs after the fifteenth day of any month, that month shall be counted as one full month for which longevity pay is to be made.

b. No longevity pay shall be paid to any employee who is discharged from employment for disciplinary reasons.

d. Employees covered by the Washington State Law Enforcement Officers' and Firefighters' Retirement System who terminate their employment after disability leave and are placed on disability retirement shall receive longevity pay for the period of disability leave as provided in Chapter 41.26 of the Revised Code of Washington.

ARTICLE 13 - SHIFT HOURS

(a) The Police Department and the Association jointly agree to a ten (10) hour and forty (40) minute shift plan for officers assigned to work the normal patrol shifts (not a specialty assignment) pursuant to Appendix "A". Shift schedule starting and ending times may vary by no more than 15 minutes.

Shift hours shall be assigned by seniority bidding for all bargaining unit members and shall be for a period of one calendar year. Seniority shall be as defined in Article 15. Bidding shall occur during the month of October or November of each year. Employees may bid for both shift and team, provided that the City may assign an employee to the opposite team on a shift at the time of the bidding process for a legitimate reason. In the event that reassignment during the course of the year is required, officer assigned to patrol shall fill existing vacant slots. The City retains the right to move an officer to a different team for good cause, with advance notice

to the affected officer(s). Unless it is not possible, the good cause reassignment should be to the same shift.

If for any reason the City or the Association has a concern about the shift hours described above, the City and the Association agree to attempt to resolve the issue in a cooperative fashion.

For all other bargaining unit employees, the Employer reserves the right to implement, from time to time, eight (8), nine (9), and/or ten (10) hour shift plans, per past practices. If the Employer decides to modify these plans, from time to time, the Employer will provide notice of such change in accordance with Article 29 to the affected employee(s) except in the event of an emergency. In the event of an emergency, the Employer will provide as much notice as practicable.

For all other bargaining unit employees, and in the event the Employer intends to implement changes in shift plans for duty assignments of more than three (3) months in duration, the Employer agrees to review the impacts of such long term shift changes with the Association prior to their implementation.

(b) Work performed in excess of the regularly scheduled work day or work week shall be considered overtime and such time shall be compensated at the rate of time and one half (1 1/2), provided that Community Service Officers and Narcotics Investigators shall be compensated at the overtime rate only when hours are worked in excess of the regularly scheduled work week For any bargaining unit member working a 10 hour and 40 minute shift, the regular work period for that member shall be 28 days and the regular hours of work during that 28-day period shall not exceed 171 hours.

For any bargaining unit member working a 9 hour shift, the regular work period for that member shall be 14 days and the regular hours of work during that 14-day period shall not exceed 86 hours.

For any bargaining unit members working a 10 hour shift, the regular work period for that member shall be 21 days and the regular hours of work during that 21-day period shall not exceed 128 hours.

(c) Fractions of an hour served in overtime duty shall be rounded to the next quarter hour for the purpose of computing the amount of overtime.

(d) Court time and Callout. Officers called to duty outside the regularly scheduled shift or required to attend court outside their regularly scheduled shift shall be compensated with a minimum of three (3) hours at the overtime rate. Hours worked beyond this minimum shall be compensated at the overtime rate, subject to the provisions of sections (b) and (c) above. Hours worked beyond, but concurrent with, an employee's scheduled shift shall not be considered callout time.

(e) Officers shall be allowed to accumulate up to a maximum of sixty (60) hours of compensatory time. Compensatory time is defined as time off in lieu of overtime, including but not limited to, time off in lieu of paid overtime for court or callout time. Any time accrued in excess of sixty (60) hours shall be cashed out on a quarterly basis.

ARTICLE 14 - VACATIONS

Police Officers and Sergeants shall be granted annual vacation as follows:

After one (1) full year of employment	Eighty (80) hours (forty hours may be taken after six months of employment)
After two (2) full years of employment	Ninety-six (96) hours
After five (5) full years of employment	One hundred and twenty (120) hours
After ten (10) full years of employment	One hundred and sixty (160) hours
After fifteen (15) full years of employment	One hundred and eighty-four (184) hours
After twenty (20) full years of employment	One hundred and ninety-two (192) hours
After twenty-five (25) full years of employment	Two hundred (200) hours

Section 2 - Maximum Vacation Accrual. Said employees may accumulate vacation leave time in an amount equal to the vacation time the employee earns during two (2) years' of service, according to the above schedule.

Section 3 - Compensation for or Transfer of Vacation Leave Accrual in Excess of Maximum Amount. Vacation leave accumulated in excess of the limits specified in Section 2 of this Article shall be paid to the respective employee at the rate of 100% of the employee's base wage in effect as of December 31 of that year; provided, however, that the employee must use at least 75% of his/her vacation leave accrued during the year in order to qualify for the payment unless some or all of the employee's scheduled vacation for that year is canceled and cannot be rescheduled that year, and such prevents the employee from complying with the 75% vacation leave use requirement. At the end of each year, all vacation leave accrued in excess of the limits specified in Section 2 of this Article, but for which the employee does not qualify for payment, shall be transferred to the Sick Leave Pool established under Section 2 of Article 24.

Section 4 - Permissible Use of Vacation Accruals with Pay.

(1) Vacation leave accumulated at the end of six months of service may be taken in the seventh month and each month thereafter as accumulated.

(2) Vacation leave must be taken at such time as the employee can be spared, but an employee will be allowed to take his leave when he desires if it is possible to schedule it at that time.

(3) All vacation leave must be requested in advance and approved by the employee's department head.

Section 5. - Terminal Leave.

a. A permanent employee, when leaving the service of the city and who has given at least two weeks' notice of his intention to leave, shall be compensated for vacation leave earned and accumulated to the date of separation.

b. No compensation for vacation leave shall be payable to any employee who terminates his employment or is terminated before he has completed six months of service.

c. Terminal leave shall be computed by multiplying the hourly rate in effect at the time of termination by the number of hours accumulated.

ARTICLE 15 - SENIORITY SYSTEM

A seniority roster will be maintained by the Chief of the Police Department, or his/her designate, and shall be used to schedule vacation leaves and days off. Scheduling vacation leave and days off shall be executed by the Chief, or his designate, as an administrative function. Seniority among officers shall govern priorities for vacation leave and days off, subject to the following conditions. Two (2) officers from each work unit shall be allowed vacation leave within any three week period for the entire three week period, provided that initial vacation scheduling will be for a maximum of two consecutive weeks, and any remaining vacation leave will then be scheduled by seniority. For the purpose of this section, the term "work unit" means the Division to which an officer is assigned. The Chief of Police may apply this provision to smaller work units at his discretion.

For purposes of this Article, and for purposes of scheduling vacation leave and days off, seniority means a status of employee gained by continuous length of service and by rank, with an employee of higher rank having greater seniority than an employee of lower rank, and, as between employees of equal ranks, the employee with the longest continuous service in that commissioned rank having seniority, provided that: between employees of equal rank where one of the employees has been demoted, the demoted employee's seniority shall equal his or her length of continuous service served in the rank demoted to plus any service in higher ranks.

Determination Of Seniority Between Employees of Equal Rank with the Same Length of Continuous Service.

Seniority is established by the length of continuous service, starting with the date of hire.

If two (2) or more persons are hired on the same day, the score appearing on the entrance examination used for the appointment shall determine seniority, with the person obtaining the highest score to have the greatest seniority.

If two (2) or more persons have identical scores on the entrance examination, seniority shall be determined by the drawing of lots per Police Civil Service Rules and Regulations.

An employee within the bargaining unit who may feel aggrieved by the administration of such a seniority system shall seek his remedy by the grievance procedure provided in Article 7 of this Agreement.

ARTICLE 16 - HOLIDAY ASSIGNMENT

Where shift strength is reduced or increased on holidays, consistent with the needs of the City, assignments shall be offered to the most senior qualified officer within a work unit (e.g. squad) of the appropriate division. Except for an emergency, the City shall provide a minimum of forty-eight (48) hours notice of any deviation from normal shift strength so that officers may plan the use of their time.

ARTICLE 17 - HOLIDAYS WITH PAY

(a) Chapter 2.40.080 of the City of Yakima Municipal Code shall govern holidays with pay for bargaining unit employees.

(b) Members of this bargaining unit shall receive a bank of ninety-six (96) hours on January 1, of each calendar year. (Twelve holidays)

(c) Officers assigned to shifts longer than eight (8) hours shall receive additional hours to correspond to the length of their assigned shift. For example, officers assigned to nine (9) hour shifts shall receive 108 hours, officers assigned to 10 hour shifts shall receive 120 hours, and officers assigned to the 10 hour 40 minute shift shall receive 128.17 hours.

ARTICLE 18 - UNIFORM CLEANING AND ISSUE

The City shall pay for all necessary cleaning of uniforms for members of the bargaining unit. The City may determine, from time to time, where said uniforms shall be cleaned. Reasonable regulations concerning such cleaning may be adopted by the Police Department.

Uniform items listed below and other apparel and collateral equipment will be supplied to each patrol officer with the commencement of employment and, consistent with current practice, replaced on an "as needed" basis.

Uniform Item Minimum Issue

Initial disbursement:

Item	Quantity
Trousers	3 pair
Winter Shirt	3
Winter Jumpsuit	1
Mock Turtleneck	2
Summer Shirt	3
Winter Jacket	1
Hat	1
Emblems	1 pair
Badge Holder	1
Buttons	1 dozen
Body Armor	1
Body Armor Covers	2

Gunbelt	1
Holster	1
Cuff Case	1
Batteries and bulbs (for Streamlight) Replaced as needed	
Chemical Irritant	1 container
Chemical Irritant Holder	1
Ammo Pouch (Detective)	1
Detective Holster	1
Name Tag per Shirt	1
Summer Pants	2

The City will provide an annual one-hundred ($100) dollar allowance for the purchase or repair of approved footwear for officers assigned to the Blue or Gold Patrol Teams.

The City and the YPPA will execute a Memo of Understanding (MOU) contemporaneous with this agreement for the phased acquisition of AR-15 rifles for employees electing to purchase such rifles up to twenty-five percent (25%) of the bargaining unit each year. The cost of the purchases shall be repaid by officers at a 0% interest rate over a two (2) year period in equal deductions for the employee's paycheck. Employees who terminate employment shall have the remaining unpaid balance removed from their final paycheck.

ARTICLE 19 – PLAINCLOTHES CLOTHING ALLOWANCE

Police officers and police sergeants assigned to the Detective Division of the Police Department, and police officers and police sergeants assigned to the Administration and Services Divisions, when not required to wear a uniform in the performance of their assigned duties, shall be paid a monthly clothing allowance of seventy dollars ($70.00) in lieu of an issued uniform. Additionally, the Chief of Police in his discretion may extend and/or discontinue, from time to time, the clothing allowance for police officers and police sergeants assigned to the SRO or any other police unit.

ARTICLE 20 - LIFE INSURANCE

The City shall provide eighty thousand dollars ($80,000.00) group life insurance for each employee in the bargaining unit.

ARTICLE 21 - HEALTH INSURANCE

21.1 Medical, Vision and Dental Care Coverage - Medical, vision, and dental coverage shall be maintained for the duration of this agreement for covered bargaining unit employees, retirees and their dependents, provided that the parties may mutually agree to re-open the contract to address any issues regarding coverage. The Association may have up to two non-voting representatives on the Health Plan Board as observers.

21.2 Health Care and Dental Coverage Premium Contributions

(a) Employee Health Care Coverage - LEOFF I and LEOFF II employee only health care coverage premiums shall be paid for by the City.

(b) Dependent Health Care Coverage - The City will share the monthly premium for dependent medical insurance with bargaining unit members. Members shall contribute on a monthly basis according to the following schedule:

For employees with one dependent:	0.5% of wages
For employees with two dependents:	1.0% of wages
For employees with three or more dependents:	1.5% of wages

For purposes of this subsection, "wages" means the top step patrol officer wage during the month of contribution and "dependent" means a spouse, child, or other individual eligible for medical coverage under the City of Yakima's Health Care Plan.

(c) Dental Care Coverage - The City shall pay the premium for active LEOFF I and LEOFF II employees and their dependents for dental care.

(d) Retiree Coverage - Retirees and dependents of retirees may remain in the group plan until they reach age 65 or, in the case of spouses of deceased retirees until they reach age 65 or remarry whichever occurs first. Retirees and unremarried spouses of deceased retirees shall pay the premium (including dependents if enrolled) which shall be the same as the normal group rate assess for coverage of active City employees and dependents covered by this agreement. Premiums shall be paid by deduction from retirement checks paid to retired employees or their beneficiary.

21.3 Long Term Disability Coverage - The City will allow employees to use payroll deduction for their entire long term disability coverage premium.

ARTICLE 22 - LIABILITY AND PHYSICAL DAMAGE INSURANCE

Section 1 - Liability Insurance. The City shall provide liability insurance, including false arrest insurance, for Association members covered by this Agreement while in the performance of their duties, with a minimum limit of Three Hundred Thousand Dollars ($300,000.00) per occurrence; provided, however, nothing in this section shall prohibit the City from self-insuring that liability or false arrest insurance. The City shall defend and indemnify police officers in accordance with City of Yakima Resolution D-5820, dated September 18, 1990, a copy of which is attached hereto and incorporated herein by this reference. The incorporation of the Resolution referenced above does not preclude the City from modifying the Resolution in accordance with the provisions of the first sentence of this section.

Section 2 - Defense Against Criminal Charges. The City shall, at the City's expense, defend any officer against any criminal charges brought against such officer for action occurring while acting in the official capacity as a Police Officer. The City's obligation to provide for such defense and/or defense costs shall terminate upon a conviction of a criminal law violation in Court. It shall be the obligation of the officer to pay for attorney's fees and costs associated with an appeal unless the appeal reverses a conviction in which case the City will reimburse the officer for attorney's fees and costs

associated with the appeal. If such officer is found guilty and there is an entry of final, non-appealable judgment or conviction, it shall then be the responsibility of such officer to reimburse the City for all fees, expenses and costs related to the defense. If the officer is retried, the provisions of this article shall apply anew. If an outside attorney is hired to provide such defense, the City shall be notified of the identity of such attorney and an agreement with the City shall be reached concerning the fees to be charged by such outside attorney prior to the time that attorney is retained.

Section 3 - Physical Damage Insurance. The City shall provide full physical damage insurance on police vehicles, which insurance shall include police officers as insureds, or the City shall, in the alternative, become self-insured for such physical damage insurance. In either case the City waives any claim it may have against any police officer for physical damage to City property, but the City retains its right to discipline any employee for just cause.

ARTICLE 23 - DIFFERENTIAL PAY

Section 1 - SWAT Team. SWAT Team members shall receive 2% of their current base pay in addition to their regular salary for each full month assigned to the SWAT Team.

Section 2 - Field Training Officers. Police Officers assigned to orient and train newly hired uniformed officers, and actually engaged in same, shall receive a payment, per month, of five percent (5%) of the top step patrol officer wage for that month, over and above their normal rate of pay. Officers assigned such duty for periods of less than one (1) week during the pay period shall not be eligible for such differential. The City retains the exclusive right to select said Field Training Officers and determine the duration of assignment.

Section 3 - Investigative Assignment. Only Police Officers, and Police Sergeants assigned in writing, by the Chief or Designee, to the Detective Division, as Traffic Investigators, Narcotics Investigations, and any Interagency Task Force, shall receive a payment, per month, of three percent (3%) of the top step patrol officer wage for that month, over and above their normal rate of pay. The City retains the exclusive right to, from time to time, select said Investigators, Detectives, Narcotics Unit and any Interagency Task Force members, and to determine the duration of assignment; provided, however, if the transfer is for disciplinary reasons, then nothing in this section prevents the employee from grieving the disciplinary transfer in accordance with Article 7. Operational transfers are not grievable. Police Officers and/or Sergeants desiring a transfer out of an Investigative Assignment shall submit a memorandum requesting reassignment, through the chain of command, to the Chief of Police.

Section 4 - Education Incentive. Police Officers and Sergeants shall be paid a monthly education incentive payment based on the following schedule:

AA Degree or 90 college credits:	1.25% of the top step patrol officer wage for that month
BA Degree:	2.5% of the top step patrol officer wage for that month
MA Degree:	3.0% of the top step patrol officer wage for that month

Education incentive pay shall be paid to employees only after the City has received an official transcript from the educational institution verifying the degree or credits received.

Section 5 - Bilingual Pay. Employees who have a bilingual capacity for the Spanish language or American Sign Language (ASL) shall receive an additional 3% of the top step patrol officer wage, per month, special assignment pay for their work in that capacity subject to achieving a passing score on

the bilingual/biliterate skills examination conducted under the Police Civil Service Rules and Regulations and administered by the Civil Service Chief Examiner. The Police Chief may waive this testing requirement if the employee can demonstrate to the satisfaction of the Police Chief, through documentation or otherwise (i.e., court interpreter certification from the State of Washington), that the employee has sufficient bilingual/biliterate skills in the Spanish language or ASL. A determination for bilingual capacity shall be made by the City within six (6) months of graduation from the law enforcement academy. Upon certification, compensation shall be retroactive to the date of academy graduation. Should a language other than English, Spanish, or ASL be necessary for the conduct of official business of the Department by an officer who is bilingual in that language, the officer may be compensated bilingual pay for the month in which the service was needed.

Section 6. – Motorcycle Duty. When any employee of the police department is assigned by the chief of the department to a position which requires operation of a motorcycle, such member shall be paid 2% of the top step patrol officer wage in addition to his regular salary.

Section 7 - Acting Pay. During routine operations when an officer is assigned to fulfill the duties and responsibilities of a classification higher than his own for a period of four (4) hours or more he shall be paid the lowest rate of the higher classification which provides any salary increase for the officer.

Section 8 – Shift Differential Pay. All general squad patrol division officers (those not assigned a specialty) who work 10 hour and 40 minute shifts shall receive shift differential pay as set out in the following schedule. Only those people assigned as a general squad patrol officer on the division shift roster are eligible for this differential pay.

Shifts starting between 0500 and 0859:	No differential pay
Shifts starting between 0900 and 1459:	1% of current base pay
Shifts starting between 1500 and 1859:	1.75% of current base pay
Shifts starting between 1900 and 0459:	2.25% of current base pay

Any Patrol officer involuntarily reassigned from a bid-for shift, for other than disciplinary transfers, shall be entitled to whichever shift premium is greater between the bid-for shift and the reassigned shift.

Section 9 – Gang and ProActive Unit Pay. All patrol division and special operations officers assigned to the Gang Unit or the ProActive Unit shall be paid 1.75% of their current base pay in addition to their regular salary for each full month assigned to the Gang or ProActive Unit.

Section 10 – Notice of Specialty Openings. Notice of all openings for specialty positions will be posted.

ARTICLE 24 - SICK LEAVE

Section 1 - Accrual. LEOFF II employees shall accrue ten (10) hours of sick leave for each full calendar month of service with the City. Unused sick leave may be accumulated for an unlimited period; provided, however, that LEOFF II employees shall be permitted to accumulate up to a maximum of 1200 hours of sick leave. For the purposes of this Article only, a day shall be equivalent to ten (10) hours.

On the first day of employment each newly hired permanent employee of the bargaining shall receive 120 hours twelve sick leave, subject to following restrictions:

(a) No additional sick leave will be accrued during the employee's first year of employment.

(b) Should the employee either voluntarily or involuntarily terminate employment during the first year and used sick leave hours equivalent to more than the number of months employed, the excess hours shall be deducted from the employee's accrued paid leave balance (i.e. vacation, compensatory, etc.)

LEOFF I employees shall not be entitled to sick leave benefits conferred by this chapter; provided, such employees shall be accorded leaves of absence as provided by Article 24, Section 3 (d) and (e) below.

Section 2 - Sick Leave Pool. A sick leave pool shall supplement approved sick leave for LEOFF II employees. The pool shall have no additional contributions made by the City and the allocation of hours from the pool shall be at the discretion of the Association. The Association may elect to require repayment from recipients of leave loaned from the pool in order to maintain the pool. The parties agree to adopt an MOU during the course of this agreement to alter this section.

Section 3 - Permissible Use of Sick Leave. An employee eligible for sick leave with pay shall be granted such leave for the following reasons:

(1) Personal illness or physical incapacity resulting from causes beyond employee's control;

(2) Quarantine of employee due to exposure to a contagious disease;

(3) On-the-job injuries - In the event an LEOFF II employee is unable to work due to an on-the-job injury, said employee will be compensated by being kept on salary (KOS) and will continue to earn their regular wages and benefits, provided the employee complies with all the provisions of the City policy (Directive PER 405). Kept on salary status will extend for a period not to exceed six (6) months, or until the officer has been released by a physician to full duty, whichever is sooner. If, after six (6) months in a kept on salary status, the employee is unable to return to full duty, he or she will revert to the traditional Worker's Compensation time loss payment system in accordance with RCW 51.32.090. The employee will be allowed to make an election regarding their time loss according to City policy.

(4) In the event of a death in the employee's immediate family and upon approval from a supervisor, the employee may use up to three days of paid bereavement leave per calendar year. 'Immediate family" for purposes of this subparagraph means any husband, wife, parent, grandparent, child, grandchild, brother, sister, or registered domestic partner. Any request for use of sick leave beyond the 3 days must be pre-approved by the Chief or designee;

(5) Serious injury or illness to members of employee's immediate family living with and dependent upon the employee, constituting an emergency or crisis; any sick leave granted for this purpose must be recommended by the Department head and approved by the appointing authority;

(6) Illness and disability caused or contributed to by pregnancy, miscarriage, abortion or childbirth;

(7) Sick leave shall not be allowed for any period of time that the employee is gainfully employed by another employer;

(8) An employee will be entitled to use the employee's accrued sick leave to care for a child of the employee under the age of eighteen with a health condition that requires treatment or supervision or for a serious health condition or an emergency condition of a spouse, registered domestic partner, parent, parent-in-law, or grandparent.

Section 4 - Requirements for All Paid Sick Leave.

(1) Employees must report to the representative designated by the Department head the reason for the absence as far in advance of the starting of their scheduled work days as possible, but in no event shall this report be made later than the first day of absence.

(2) Employees must keep their Department head informed of their condition if absence is of more than three (3) working days in duration.

(3) For each absence an employee must submit upon the approved form an explanation of the reason for such absence consistent with federal and state law. A statement by the attending physician may be required if an absence by illness or injury extends beyond three (3) working days, or for each absence, if requested by the Department head.

(4) Employees must permit home visits or medical examinations at the expense and convenience of the City consistent with federal and state law.

Section 5 - Enforcement of Sick Leave Provisions.

(1) Any failure to comply with the provisions of Section 4 shall be grounds for denial of sick leave with pay for the period of absence.

(2) Misrepresentation of any material facts in connection with paid sick leave by any employee shall constitute grounds for suspension or discharge.

(3) It shall be the responsibility of the Department head or designated representative to:

(a) Review all applications for sick leave and approve those which are bona fide and comply with the provisions of this section and forward same to the Personnel Division. The Personnel Officer shall not certify the payment 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 by the Personnel Officer upon recommendation of the Department head as indicated by his signing the time sheet and subject to the receipt of an approved application for sick leave pay immediately upon the employee's return to work;

(b) Investigate any suspected abuse of sick leave;

(c) Withhold approval of sick leave pay in the event of unauthorized use;

(d) 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.

Section 6 - Sick Leave Exchange. Eligible employees may exchange accrued sick leave for pay or for additional leave time as appropriate, in accordance with the options provided the employee, subject to the following provisions:

(1) No exchange of accrued sick leave for additional leave days or for cash will be granted for those employees with seven hundred and twenty (720) hours or less of accrued sick leave except:

(a) Upon retirement or death the employee's accrued sick leave up to seven hundred and twenty (720) hours or less will be exchanged for pay at the rate of fifty percent (50%) of the employee's current base pay.

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

(c) Payments authorized herein shall be the lesser of the amounts allowed in 1(a) or 1(b), or the percentage ratio of the employee's accrual versus 720 hours, applied to $22,000 but in no case shall such payment exceed $22,000.

(2) Exchange of accrued sick leave for additional leave days or for cash will be granted to employees who have accrued seven hundred and twenty (720) hours or more subject to the following provisions:

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

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

(c) The maximum amount allowable for payout is $$22,000.

(d) Employees who have accrued more than seven hundred and twenty (720) hours of sick leave may exchange such sick leave for bonus (additional) leave days at the rate of three (3) days of sick leave for each additional leave day, not to exceed a total of three (3) added leave days annually. Employees may receive compensation in lieu of taking leave days, utilization of which would be subject to the scheduling and approval by the Department head.

(3) Sick Leave Exchange Procedure. Eligible employees may exchange accrued sick leave as provided above at the option of the employee, subject to the following conditions and provisions:

(a) A request for such an exchange shall be made to the Director of Finance and Budget via the Department Timekeeper. All requests shall be in writing and shall be signed by the employee making the request.

(b) Requests will be accepted only during the first five (5) working days of each month with exchanged leave to be available within fifteen (15) calendar days of the date the request is received by the office of the Director of Finance and Budget. Exceptions to the above will be made for termination, layoff or disability retirement.

(c) No request will be granted for less than eight (8) hours' pay or eight (8) hours additional leave.

(d) No exchange will be granted to an employee who has been terminated for cause, as defined by civil service.

(e) In the event of layoff, exchange requests are the responsibility of the employee.

Section 7 – VEBA. Employees shall participate in the VEBA program the Association has established.

ARTICLE 25 - TRANSPORTATION

Section 1 - Mileage Reimbursement. The City shall pay each officer for his use, at the request of the City, of his personal auto. The mileage reimbursement rate will be tied to the mileage rate permissible under IRS regulations.

Section 2 - Reserved Parking. In the event the current City parking lot is no longer available, then a minimum of ten (10) parking spaces shall be reserved in proximity to the Police Station/ Legal Center for Association members whose shifts begin after noon. Use of said spaces shall be controlled by permit issued by the Chief of Police or designee.

ARTICLE 26 - TRAVEL AND TRAINING TIME

Section 1 - Training Time. Time spent in training that is required by the City is considered compensable hours of work; provided, however, time spent by employees is not compensable if all of the following four (4) conditions are present:

(a) attendance is outside the employee's regular working hours;

(b) attendance is voluntary;

(c) the training program, lecture, meeting or other similar activity is not directly related to the officer's job; and

(d) the officer(s) do not perform any productive work during such attendance.

Also, time spent in training which is mandated by state or federal government as a condition of practice in the profession is not considered compensable where the training is not tailored to meet the particular needs of the City. If time spent in training is beyond the regularly scheduled shift, then time spent in training will be compensated at the overtime rate.

Section 2 - Travel Time. Travel time during regular working hours shall be considered compensable. Travel time outside regular work hours on City business shall not be compensable unless the officer is actually driving. Travel time as a passenger on an airplane, train, boat, bus or automobile outside of regular working hours is not considered compensable. Where all the employees traveling together are doing so outside of their regular working hours, the selection of the driver is by the choice of the ranking employee.

Section 3 – Meal Reimbursement. Employees will be reimbursed for meals at rates established by the Office of Financial Management for travel more than 50 miles outside the limits of the City of Yakima.

ARTICLE 27 - GENERAL, SPECIAL AND PERSONNEL ORDERS

The City will furnish the Association with copies of all written general rules and special orders from within the Police Department pertaining to wages, hours, conditions of employment and assignments of members.

ARTICLE 28 - ADVANCE NOTICE OF SHIFT CHANGE

An officer will normally be given adequate advance notice of any change in his regular hours of work, except where an emergency exists [an emergency is defined as an event unforeseen by the Department, affecting the Department's ability to perform its mission]. Posting shall constitute adequate notice. Notice given less than forty-eight (48) hours before he is to begin work under the changed schedule entitles the officer to compensation at the overtime rate for those hours not exceeding eight (8) hours that are earlier, later or different from the hours he last worked in a work day. An officer is not entitled to compensation at the overtime rate if he is otherwise entitled to compensation under the same hours of work.

ARTICLE 29 - IMPROVED PERFORMANCE AND EFFICIENCY

The parties recognize the desirability of improving performance and increasing efficiency of the Yakima Police Department in order to provide maximum services at reduced costs. It is therefore agreed that the Association will actively cooperate and participate in studies and efforts to discover and employ new methods and practices which result in improved performance and increased efficiency in the Yakima Police Department.

ARTICLE 30 - SAVINGS CLAUSE

It is understood and agreed that all provisions of this Agreement are subject to applicable laws, and if any provision of any Article of this Agreement is held or found to be in conflict therewith, said Article

shall be void and shall not bind either of the parties hereto. However, such invalidity shall not affect the remaining Articles of this Agreement. Notwithstanding any other provision of this Agreement, the Employer may take all actions reasonable to comply with the Americans with Disability Act and the Family Medical Leave Act. If the Washington Health Services Act (Health Care Reform) of 1993 or federal health care legislation mandates changes to the Health Insurance Article during the term of the Agreement, then the parties agree to negotiate about those mandated changes subject to the dollar amounts and contribution formula remaining the same as provided for in Article 21. In the event that any provision shall be held unlawful and unenforceable by any court of competent jurisdiction, the parties agree to meet forthwith for the purpose of re-negotiating such provision in an attempt to reach a valid agreement.

ARTICLE 31 - WITNESS-CIVIL SERVICE BOARD

An officer shall be compensated for all off-duty time that he spends as a witness before the Civil Service Board or arbitration hearing at the same rate and in the same manner as he is compensated for Court Time; provided that the Association or the employee (when proceeding on an individual basis) will only call witnesses who are reasonably necessary for a reasonably necessary duration. Time spent as a witness at such proceedings outside of regular working hours shall be compensated at time and one-half (1.5) on an hour for hour basis with no call back minimum.

ARTICLE 32- PHYSICAL FITNESS

The City requires that members of the Police Department be physically fit for the optimum performance of their duties and the Association agrees to cooperate with the City in developing appropriate standards and testing of fitness.

ARTICLE 33 - 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 4.5% of said monthly salary.

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

ARTICLE 34 - MILITARY AND CIVIL LEAVE

Section 1. – Military Leave. Leave not to exceed twenty-one working days during each calendar year, over and above annual vacation or sick leave, may be allowed any employee who is a member of the National Guard or of any organized reserve or armed forces of the United States. The employee will be paid his normal pay during such military leave period when taking part in active training duty.

Section 2. – Civil Leave. Necessary leave will be provided to permit an employee to serve as a member of a jury or to exercise other civic duties. Employees will remain in full employment status

and will receive their full salary during periods of civil leave, however, any compensation received for performing civil duties must be remitted to the Finance Department.

ARTICLE 35 - SECURITY DETAIL PAY

Section 1. The Parks and Recreation Division sometimes requires personnel to provide security detail work at Kiwanis Park. On those occasions, the City shall employ only members of the YPPA to provide said security detail work at Kiwanis Park; provided, however, that this provision shall in no way prohibit private parties who utilize Kiwanis Park from hiring/employing outside contractors to provide security detail work for such private parties at Kiwanis Park.

Section 2. In recognition of the less demanding nature of the job duties, the rate of pay for all security detail work performed by YPPA members at Kiwanis Park shall be different and lower than the regular rate of pay required by the collective bargaining agreement for YPPA members for other regular duties. Specifically, the rate of pay for security detail work at Kiwanis Park for each YPPA member shall be such that the overtime rate of pay, including premium pays to the extent required by the FLSA and WMWA, shall be twenty dollars ($20.00) per hour. The parties acknowledge that security detail work at Kiwanis Park for the Parks and Recreation Division shall normally be performed outside the employee's regular work schedule and as such will normally be paid at said overtime rate of pay. After 1997 this rate shall be increased to reflect future increases in the top step patrol officer wage proportionate to those increases.

Section 3. The parties agree that for the purpose of coverage under the laws and regulations of LEOFF and the Washington State Department of Labor and Industries, YPPA members performing security detail work at Kiwanis Park shall be considered employees of the City.

ARTICLE 36 - OFF-DUTY EMPLOYMENT

Section 1 - Duty to Inform Chief. Any employee who desires to take any additional employment during off-duty hours shall inform the Chief of Police in writing at least seven (7) calendar days prior to the date of anticipated off-duty employment. The employee will fully describe the location and nature of the work to be performed, the proposed work hours, all items, if any, of Department equipment proposed to be used, and the anticipated duration of the employment. The Chief or his designee shall respond to the request within 72 hours excluding weekends and any holidays. This section does not apply to off-duty employment which has been specifically pre-approved by memo or Special Order from the Chief of Police.

Section 2 - Authorization for Off-Duty Employment. Prior to accepting off-duty employment, an employee must obtain specific written authorization from the Chief of Police. The Chief of Police may suspend, modify, deny or terminate off-duty employment at any time for reasons including, but not necessarily limited to, the following:

a. Incompatibility with the employee's city work schedule or interference with the employee's ability to perform his or her regular Police Department duties.

b. Conflict with Department goals, objectives, policies or procedures.

c. Nature of work is inconsistent with the professional image of the Department or creates an appearance of impropriety.

d. Unusual illness or absence record prior to or following hours of off-duty employment.

e. Work associated with premises where intoxicants are served for consumption, at the discretion of the Chief of Police.

f. Work associated with a political party, candidate, or issue, or may give the appearance of an endorsement of a particular business, product or service.

g. Work would result in an unreasonable competition with a private business.

Section 3 - Use of Department Uniforms and Equipment. It is at the sole discretion of the Chief of Police to authorize or deny the use of any and all items of Department-owned and/or issued equipment in the course of off-duty employment. No item of Department owned and/or issued equipment will be used for off-duty employment without the specific prior written approval of the Chief of Police.

Section 4 - Scheduling Off-Duty Employment. Scheduling of off-duty employment is the responsibility of the Police Department administration. However, the Yakima Police Patrolmans Association must provide a list every six months of personnel to the Chief or designee for appropriate assignment depending upon availability.

Section 5 - Indemnification and Defense. The Chief of Police or designee, on behalf of the City, would attempt to obtain from a prospective off-duty employer an indemnification and defense agreement and/or proof of adequate liability insurance coverage prior to approving off-duty employment, including a requirement that the City be named as an additional insured on the insurance policy. This does not prevent the Yakima Police Patrolmans Association or the individual employee from providing said indemnification and/or insurance.

Section 6 - Off-Duty Employment Prohibited for Certain Employees. Employees who are on suspension or sick/disability leave or administrative leave or who are on entry-level probationary status are generally prohibited from off-duty employment, unless specifically exempted from this provision by the Chief of Police.

Section 7 - Obligation to Department. The primary obligation and responsibility of all employees is to the Police Department. Employees who are directed or required to perform overtime or other Department-related work will do so regardless of conflict with their off-duty employment.

Section 8 - Industrial Insurance. The parties agree that for the purpose of coverage under the laws and regulations of LEOFF, the Washington State Department of Labor and Industries, and all other federal and state employment laws and regulations, YPPA members performing off-duty work shall not be considered employees of the City, except where circumstances arise causing the employee to invoke commissioned powers (e.g., effectuating an arrest).

ARTICLE 37 – LAYOFFS

Whenever it becomes necessary through lack of finances or other cause to reduce the force, persons to be laid off shall be given at least four weeks notice and the order of layoff shall be accomplished in the following manner:

a. Persons serving in a temporary capacity within a classification to be reduced shall be first laid off in order of seniority, least senior first;

b. Those still serving their probationary period within a classification to be reduced in order of seniority, least senior first;

c. Those whose appointments are complete within a classification to be reduced in order of seniority, least senior first.

d. Seniority for the purpose of this article shall mean accumulated time in employment within a particular classification within a department excluding leaves of absences in excess of 90 days and time off due to suspensions without pay. In the event of identical accumulated time within the affected classification, the order of hire or promotion shall determine seniority.

e. In the event any permanently appointed person employed in a classification above entry level is laid off, that person shall have the right to voluntarily reduce in rank to the next lower classification previously held within the department regardless of whether a vacancy exists within that classification. Any person, other than persons serving temporary appointments in higher classifications, choosing voluntary reduction in rank under this section shall be regarded as the most senior person in that classification to which they are reduced for the purpose of any further layoffs. Temporary appointees electing voluntary reduction in rank shall assume the seniority in the previously held classification. The least senior permanently appointed person within any classification shall be laid off in the event all the positions within the classification are filled and a voluntary reduction in rank from a higher classification occurs. Likewise, if a person is laid off as a result of a voluntary reduction in rank that person may voluntarily reduce in rank to the next lower classification previously held.

f. All persons except temporary appointees who choose to voluntarily reduce in rank shall be placed on a reinstatement register for each classification from which they were reduced.

ARTICLE 38 - DURATION

This agreement shall be effective on January 1, 2011 and shall continue through December 31, 2011.

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

Yakima Police Patrolmans Association

By:_____
Chairman of YPPA

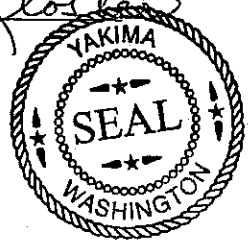
City of Yakima

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

By:_____
Secretary of YPPA

By: _____
Chief of Police

ATTEST: Deborah Klostermann
City Clerk



CITY CONTRACT NO: 2011-02
RESOLUTION NO: R-2011-05