

COLLECTIVE BARGAINING AGREEMENT

Between

City of Yakima

And

Teamsters Local #760

Representing

Yakima Division Managers Unit

Effective

January 1, 2017 – December 31, 2020

TABLE OF CONTENTS

PREAMBLE.....	3
ARTICLE 1 – RECOGNITION.....	3
ARTICLE 2 – UNION SECURITY/DUES CHECK OFF & MAINTENANCE OF MEMBERSHIP	3
ARTICLE 3 – EMPLOYER RIGHTS	4
ARTICLE 4 – WAGES AND BENEFITS.....	6
ARTICLE 5 – WORK WEEK, AND HOURS OF WORK.....	7
ARTICLE 6 – GRIEVANCE PROCEDURE.....	7
ARTICLE 7 – UNION LEAVE.....	9
ARTICLE 8 – SAVINGS CLAUSE.....	10
ARTICLE 9 –RETIREMENT CONTRIBUTION	10
ARTICLE 10 - TERM OF AGREEMENT	10
APPENDIX “A”	11
ANNUAL LEAVE ACCRUALS	11
FLOATING HOLIDAY	11
VEBA.....	11
LIFE INSURANCE	11
VACATION LEAVE PAY-OUT	11
SICK LEAVE EXCHANGE.....	11
BEREAVEMENT LEAVE	12
TEAMSTERS LEGAL SERVICES TRUST	12
MUNICIPAL CODE CHAPTER 2.20.100 CLASSIFICATION PLAN.....	12
APPENDIX “B”	13

PREAMBLE

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

ARTICLE 1 – RECOGNITION

- 1.1 The Employer recognizes the Union as the exclusive bargaining representative for those purposes appropriate to the units stated in RCW 41.56 of all full-time Division Managers. Fleet Manager, Parks & Recreation Manager, Streets & Traffic Ops Manager, Solid Waste & Recycling Manager, and Transit Manager, present in the Public Works, and as recognized by PERC case 23552-E-10-3594, excluding mid-level supervisory employees, non-supervisory employees, department heads, confidential employees, elected officials, officials appointed for a fixed term of office, and all other employees of the Employer.
- 1.2 The Union recognizes the City as the representative of the people of the City of Yakima and agrees to negotiate only with the City through the negotiating agent or agents officially designated by the City Manager to act on the City’s behalf.

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

- 2.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after January 1, 2014 shall, on the thirtieth (30th) calendar day following the beginning of such employment become and remain a member in good standing in the Union.
 - 2.1.1 Should bona fide religious convictions of an employee dictate he/she may not join a Union, he/she shall be required to pay an amount equivalent to the Union initiation fee and monthly dues to a non-religious charity mutually agreed upon by the employee and the Union. If such employee pursuant to this Section requests the Union to use the Grievance and Arbitration Procedure on his/her behalf, the

Union is authorized to charge the employee for the reasonable cost of using such procedure as allowed by law.

- 2.2** The Union agrees to represent all employees within the bargaining unit without regard to Union membership.
- 2.3** When an employee fails to fulfill the obligations as set forth in Section 2.1 or 2.1.1, the Union shall provide the employee and the Employer with thirty (30) calendar days' notification of the Union's intent to initiate discharge action and during this period the employee may make restitution in the amount which is overdue. If an employee has not fulfilled the Union membership obligation and/or other provisions as described in Section 2.1 or 2.1.1 by the end of the applicable discharge notification period, the Union shall thereafter notify the Employer in writing, with a copy to the affected employee, of such employee's failure to abide by Section 2.1 or 2.1.1. In this written notice, the Union shall specifically request discharge of the employee for failure to abide by the terms of the Labor Agreement between the Employer and the Union.
- 2.4** When provided a "voluntary check-off" authorization form furnished by the Union and signed by the employee, the Employer agrees to deduct from that employee's pay, the Union's uniform applicable dues, initiation fee and/or service fees, as prescribed in the "voluntary check-off" form. The full amount of monies so deducted from the employee shall monthly be forwarded to the Union by check along with an alphabetized list showing names and amounts deducted from each employee. The Union agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, orders or judgments arising from the administration and effects of this Section.
- 2.5** The Union agrees to refund to the employee any amounts paid to the Union in error on account of the payroll deduction provision upon presentation of proper evidence thereof. The earning of the employee must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. All other legal and required deductions have priority for payment over such dues.
- 2.6** The Union agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, and/or orders of judgments arising from the administration and effect of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the Employer for any deductions made or not made unless a claim of error is made in writing to the Employer within forty-five (45) calendar days after the date such deductions were, or should have been made.

ARTICLE 3 – EMPLOYER RIGHTS

3.1 Employer Rights:

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

- A) Adopt rules for the operation of the Department and conduct of the employees covered by this agreement;
- B) Establish, plan for, and direct the work force toward the organizational goals of the department;
- C) Determine the organization, and the merits, necessity and level of activity or service provided to the public;
- D) Determine new work methods;
- E) Control the City budget;
- F) Establish, regulate and administer a personnel system, in conformity with the City Charter and Charter Civil Service Rules and Regulations and with this agreement, which provides for all types of personnel transactions including determining the procedures and standards for hiring, promotion, transfer, assignment, lay off, discipline, retention and classification of positions;
- G) Discipline, suspend, demote or discharge employees for just cause in conformity with this CBA;
- H) Determine the methods, means, equipment, material, numbers and kinds of personnel and the job or position content necessary to accomplish departmental operations and maintain the efficiency thereof;
- I) Assign work to and schedule employee's in accordance with Civil Service classifications and position descriptions and in conformity with this agreement;
- J) Relieve any employee from duty due to a lack of work or insufficient funds as provided by in the Charter Civil Service Commission Rules and Regulations and in conformity with this agreement.
- K) To perform all of the functions not otherwise expressly limited by this agreement;

- L) Take all actions necessary to carry out the mission of the City in emergencies.
- M) Provided nothing in the Agreement shall be construed as a waiver of collective bargaining rights conferred on the parties by RCW 41.56

3.2 Scope of Management Rights

The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's management right to exercise such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's management right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with express provisions of this Agreement, however, the Employer recognizes that RCW 41.56 may impose an obligation for the Employer to negotiate changes in wages, hours, and working conditions not covered by this agreement.

- 3.3** Where there is probable cause to believe that an employee is psychologically or medically unfit to perform his/her duties, the employer may require the employee to undergo a psychological or medical examination in accordance with current Charter Civil Service Rules.
- 3.4** The Employer and the Union hereby recognize that delivery of services in the most efficient, effective, and courteous manner is of paramount importance to the Employer, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement.
- 3.5** The Employer shall have the right to establish and maintain performance standards. Such standards that are in effect may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of an employee. The Employer shall have the right to implement and prepare work schedules consistent with the terms and conditions of this Agreement.

ARTICLE 4 – WAGES AND BENEFITS

Except as modified in Appendix "A", Employees covered by this agreement shall receive benefits as outlined in the City of Yakima Municipal Code, Chapter 2, and the Management Fringe Benefits document both as effective February 1, 2011. The Employer acknowledges that changes to the wages and benefits are subject to bargaining as provided by law.

ARTICLE 5 – WORK WEEK, AND HOURS OF WORK

The parties recognize that the work performed by the members of this bargaining unit is supervisory in nature. Employees covered by this agreement are accountable for their work product, meeting the objectives of the organization, and are subject to the Employer's policies, applicable to all overtime exempt employees.

The workweek may consist of:

- five (5) consecutive eight (8) hour days with two consecutive days off;

Employees shall work such days and hours as required to advance the mission of the City as determined by the employer. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and ending time.

ARTICLE 6 – GRIEVANCE PROCEDURE

Grievance Definition:

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

Filing a Grievance:

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

Computation of Time:

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

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

Contents:

A grievance must include the following:

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

- e. The requested remedy; and
- f. Signature of the affected employee and Union Representative.

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

Modifications:

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

Resolution:

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

Withdrawal:

A grievance may be withdrawn at any time.

Processing the Grievance:

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

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

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

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

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

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

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

ARTICLE 7 – UNION LEAVE

- 7.1** One (1) bargaining unit member shall be granted leave from duty without any loss of pay during the pre-impasse and post-impasse period as provided in RCW 41.56, for all meetings between the City and the Union for the purpose of negotiating the terms of a contract and/or attendance at mediation, when such meetings take place at a time during which any such members are scheduled to be on duty.
- 7.2** One (1) bargaining unit member may be granted release time during normal working hours to attend meetings for collective bargaining, labor-management, grievances, pre-disciplinary/disciplinary, investigatory interviews and other meeting related to contract administration.
- 7.3** Employees, not to exceed one (1) in number at any one time, shall be granted leave from duty with pay for Teamster affiliated Union 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 Department Head, and provided further that the total leave for the entire bargaining unit for the purposes set forth in this section shall not exceed six (6) days in any fiscal year.

ARTICLE 8 – SAVINGS CLAUSE

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

ARTICLE 9 –RETIREMENT CONTRIBUTION

Effective January 1, 2014, the Employer shall pay into the Western conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour for which compensation was paid up to a maximum of 2080 hours per calendar year. The hourly contribution rate shall be \$1.50 per hour, which is diverted from wages by each bargaining unit member.

Each year the employees will have the option by majority vote to change pension contribution rate.

ARTICLE 10 - TERM OF AGREEMENT

Except as provided herein, this Agreement shall be in full force and effect commencing January 1, 2017 upon ratification and execution of both the Union and the Employer and continue through December 31, 2020.

Executed by the parties hereto this 7th day of December, 2016

**Yakima Divisions Managers Unit
Teamsters Local #760**

City of Yakima

By: /s/Leonard J. Crouch 12/5/16
Leonard Crouch, Secretary/Treasurer

By: /s/Cliff Moore
Cliff Moore/City Manager

ATTEST: /s/Sonya Claar Tee
City Clerk

Teamsters #760
Division Managers Unit

APPENDIX "A"

ANNUAL LEAVE ACCRUALS – Effective 02/01/2011

205 hours annually – After 20 years of service
215 hours annually – After 25 years of service

FLOATING HOLIDAY – Effective 01/01/2017

Employees shall have a total of two (2) personal holidays per year.

VEBA

02/01/11 - \$38,500.00 maximum cash out

LIFE INSURANCE – Effective 02/01/11

\$100,000.00

VACATION LEAVE PAY-OUT– EFFECTIVE 1/1/2014

Pay out of vacation leave in accordance with 2.40.020 B. (3) of the Yakima Municipal Code (YMC) (must use at least 75% of his/her vacation leave accrued during that year in order to qualify)

Employer implemented vacation sell-back program where an employee can sell back to the City up to one-third (1/3) of their accrued vacation leave within twelve (12) month period (based on a calendar year).

Example: A ten year employee accrues 13.67 hours per month at 165 hours per year. 165 hours of vacation leave at 1/3 (.333) would equal 55 hours of vacation time payable to the employee at their current hourly rate.

SICK LEAVE EXCHANGE

In accordance with YMC 2.40.030 E. 2. c. (except at a rate of three (3) days to one (1) instead of four (4) days to one (1)). Sick Leave Exchange Procedure in accordance with 2.40.030 E. 5.

BEREAVEMENT LEAVE

Employees shall be granted up to three (3) days per incident of Bereavement Leave in the event of a death in the immediate family of the employee. Employees shall discuss the duration of the leave with his/her supervisor or designee at the onset of the leave.

A) The term "immediate family" means:

1. Spouse, children, children of spouse, spouse of children;
2. Step or foster family relationship;
3. Mother, father, brother, sister of employee or spouse;
4. Grandparent or grandchild of employee or spouse;
5. Aunt or uncle of employee or spouse

B) No leave of absence in excess of three days for each family death shall be taken by an employee unless additional leave is recommended by the employee's supervisor and approved by the appointing authority. Approved leave in excess of three days for the death of a family member shall be debited against the employee's accrued sick leave, annual leave, compensatory time, paid time off and/or other accrued leave.

TEAMSTERS LEGAL SERVICES TRUST

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

MUNICIPAL CODE CHAPTER 2.20.100 CLASSIFICATION PLAN

The most current update to this chapter shall be routinely referenced and applied to this contract.

Teamsters #760
Division Managers Unit

APPENDIX “B”

City of Yakima Municipal Code, Chapter 2, and the Management Fringe Benefits document both as effective February 1, 2011.

**Teamsters #760
Division Managers Unit**

APPENDIX "B"

Title 2

PERSONNEL¹

Chapters:

- 2.04 Group Insurance**
- 2.16 Bonds for Officers**
- 2.20 Salaries**
- 2.22 Fire Department—Working Conditions**
- 2.24 Longevity Plan**
- 2.36 Retirement Plan Participation**
- 2.40 Leaves of Absence**
- 2.44 Lobbying by City Personnel**
- 2.45 Personnel Examination Fee**

1. For provisions regarding the office of personnel, see § 1.18.015 of this code. For civil service provisions, see Charter Article XVI.

Chapter 2.04

GROUP INSURANCE

Sections:

2.04.010	Health care plan.
2.04.020	Definitions.
2.04.030	City contributions.
2.04.040	Hospital and medical insurance— Retired employee and dependent coverage.
2.04.050	Dental insurance plan—Retired employee coverage.
2.04.100	Welfare benefit program.

2.04.010 Health care plan.

The city is self-insured for its medical and dental insurance plans (hereafter referred to in this section and YMC 2.04.020 and 2.04.030 as the "health care plan"). The health care plan includes medical, dental and vision coverage for city employees as defined in the health care plan and for members of the city council. The medical and dental insurance plans are administered for the city by third party administrators. The city manager of the city of Yakima is authorized to enter into a contract or contracts with third party administrators to administer the medical and dental insurance plans. The health care plan shall be on file in the human resources division of the city. (Ord. 2012-14 (part), 2012: Ord. 2008-57 § 1, 2008: Ord. 1757 § 1, 1975; Ord. 1750 § 1, 1975; Ord. 1744 § 1, 1975; Ord. 758, 1965: Ord. 149 § 1, 1960).

2.04.020 Definitions.

"Cost of coverage" means the average monthly cost of coverage for the health care plan as determined from time to time by the city's health care administrator, the city's employee benefits broker, and/or the city manager. The final decision on the cost of coverage shall be made by the city manager. Such determination shall be final and binding. (Ord. 2012-14 (part), 2012: Ord. 2008-57 § 2, 2008).

2.04.030 City contributions.**A. Life Insurance Plan.**

1. Effective October 24, 1991, the city shall provide a fully paid life insurance policy in an amount equal to the annual salary for all management employees as defined in subsection B of this section, as well as for the chief, deputy chiefs and battalion chiefs of the Yakima fire department and the chief, deputy chief, captains and lieutenants of the Yakima police department.

2. For all employees covered by a collective bargaining agreement, the city shall provide a life insurance policy in the amount required in the applicable collective bargaining agreement.

B. Health Care Plan. The city shall contribute toward the payment of the monthly cost of coverage of the health care plan in the following manner for each group of employees or positions, respectively:

1. Represented Employee Contributions. For all employees covered by a collective bargaining agreement, the city shall pay its portion of the total monthly cost of coverage under the health care plan as provided in the applicable collective bargaining agreement, and the employee shall pay his or her portion of the total monthly cost of coverage under the health care plan as provided in the applicable collective bargaining agreement.

2. Management Employee Contributions.

a. "Management employee" means any nontemporary employee in the management series, executive support series and executive series as defined by YMC 2.20.100; in the public safety management series as defined by YMC 2.20.110; and any other nontemporary employee in YMC 2.20.100(D) who is not a member of any collective bargaining unit recognized by the city.

b. "Member of the city council" means any person holding the office of city of Yakima council member, who elects to pay the entire cost of coverage of the city of Yakima health care plan.

c. From January 1, 2009, on, except for the chief, deputy chiefs, and battalion chiefs in the fire department and the chief, deputy chief, captains and lieutenants in the police department, or unless otherwise provided in the applicable collective bargaining agreement, the following provisions apply: All management employees shall pay the first fifty dollars of the total monthly cost of coverage under the health care plan for the employee through a monthly payroll deduction. If an employee only is covered in the health care plan and the employee has no spouse or dependents in the health care plan, then the city shall pay the balance of the employee-only unit cost in excess of the first fifty dollars that the employee pays. For a management employee with a spouse and/or dependents in the health care plan, any cost of coverage for the management employee with a spouse and/or dependents in the plan in excess of the first fifty dollars that the employee pays shall be paid by the management employee through a monthly payroll deduction based on the following percentages on the remaining balance above the first fifty dollars: the employee shall pay at the rate of twenty-five percent of the balance of the remaining total monthly cost of coverage, and the city shall contribute the remaining seventy-five percent of the balance of the total monthly cost of coverage.

d. For the chief, deputy chief, captain and lieutenants of the Yakima police department and the chief, deputy chiefs and battalion chiefs of the Yakima fire department, unless otherwise provided in an applicable collective bargaining agreement, the city shall pay the total monthly cost of coverage under the health care plan

for the employee. If the chief, deputy chief, captain and lieutenants of the Yakima police department and the chief, deputy chiefs and battalion chiefs of the Yakima fire department have a spouse and/or dependents in the health care plan, then the employee shall pay through a monthly payroll deduction at the rate of fifty percent of the monthly dependent unit cost of coverage for the employee's spouse and/or dependents, and the city shall contribute the remaining fifty percent of the total monthly dependent unit cost of coverage for the employee's spouse and/or dependents, unless otherwise provided in an applicable collective bargaining agreement.

C. Authority to Exempt Certain Positions from Health Care Plan. Pursuant to YMC Chapter 2.04, the city manager and the heads of the city departments are entitled to be covered by the city's employee health care plan. This subsection C is limited to and for the purpose of recruitment only for the specific positions of city manager, chief of police, fire chief, city attorney, director of public works, director of community and economic development, and director of finance, when the person to whom an offer of employment is made has an existing health care plan from his or her former employment that he or she desires to maintain upon employment with the city. In that event, then the city council for the city manager position, and the city manager for the department head positions, have the authority to agree in writing to compensate that person for the cost to him or her to maintain his or her present health care plan, up to but not to exceed the amount the city's health care plan would otherwise have contributed to his or her health care costs for similar coverage under the city's health care plan. This health care cost payment shall be included with the employee's monthly compensation amount as a separate item and shall be treated as a taxable benefit subject to normal withholding taxes. The city's contribution for the health care allowance shall not be included in any calculations as base pay. If, and at such time as, the city employee's prior health care plan becomes fully paid and no longer requires financial contributions from him or her to maintain his or her health care coverage, the city's obligation to contribute toward that health care coverage shall cease. In no event shall the city's contribution for the health care allowance be more than the city would have contributed if the employee had similar coverage under the city health care plan. In addition, in the event that the employee's prior health care coverage ends and the employee desires to enroll in the city health care plan, that employee may do so provided the employee complies with the enrollment requirements for the city health care plan. (Ord. 2012-14 (part), 2012: Ord. 2008-57 § 3, 2008: Ord. 97-28 § 1, 1997; Ord. 96-66 § 1, 1996; Ord. 93-84 § 1, 1993; Ord. 3403 § 1, 1991; Ord. 3325 § 1, 1990; Ord. 3252 § 1, 1990; Ord. 2688 § 1, 1983; Ord. 2266 § 1, 1979; Ord. 2265 § 1, 1979; Ord. 2153 § 1, 1978; Ord. 1750 §§ 2, 3, 1975; Ord.

1744 §§ 2, 3, 1975; Ord. 1614 § 1, 1974; Ord. 1474 § 1, 1972; Ord. 1081 § 1, 1968; Ord. 758, 1965; Ord. 319 § 1, 1962; Ord. 149 § 3, 1960).

2.04.040 Hospital and medical insurance—Retired employee and dependent coverage.

A. Retired Employees. The following described retired city employees shall be eligible to remain enrolled in the group hospital and medical insurance plan and to obtain coverage for their eligible dependents until the retired employee reaches sixty-five years of age by paying a premium (including the premium for dependents, if enrolled) equal to the actual group rate for coverage of active city employees and enrolled dependents:

1. City employees who retire on or after January 1, 1982, and who at the time of their retirement work in positions within the bargaining unit of the American Federation of State, County and Municipal Employees, Local 1122; and
2. City employees who retire on or after January 1, 1983, and who at the time of their retirement work in any of the following positions:
 - a. All fire department positions,
 - b. All commissioned police department officers,
 - c. All employees in exempt classifications specified by YMC 2.20.100, and
 - d. All other positions defined by the policy as being eligible for coverage.

B. Spouses of Retired Employees. Spouses of retired commissioned police department officers, retired fire chiefs and deputy fire chiefs and retired employees who, at the time of retirement, were in exempt classifications specified by YMC 2.20.100, which spouses are otherwise eligible for coverage under provisions of the insurance policy, shall be eligible to remain enrolled in the group hospital and medical insurance plan until those spouses reach the age of sixty-five years (or in the case of spouses of deceased retirees, until the spouse remarries) by paying a premium equal to the actual group rate for enrolled dependents. (Ord. 2012-14 (part), 2012: Ord. 2835 § 1, 1985; Ord. 2749 § 1, 1984; Ord. 2686 § 2, 1983).

2.04.050 Dental insurance plan—Retired employee coverage.

A. Retired Employees. The following described retired city employees who retire on or after January 1, 1983, shall be eligible to remain enrolled in the group dental insurance plan and to obtain coverage for their eligible dependents until the retired employee reaches sixty-five years of age by paying a premium (including the premium for dependents, if enrolled) equal to the actual group rate for coverage of active city employees and enrolled dependents:

1. Chief and deputy chief of Yakima fire department;
2. Chief, captains and lieutenants of the Yakima police department; and
3. All employees in exempt classifications specified by YMC 2.20.100.

B. Spouses of employees retired from positions specified in subsection A of this section, which spouses are otherwise eligible for coverage under provisions of the insurance policy, shall be eligible to remain enrolled in the group dental insurance plan until those spouses reach the age of sixty-five years (or in the case of spouses of deceased retirees, until the spouse remarries) by paying a premium equal to the actual group rate for enrolled dependents. (Ord. 2012-14 (part), 2012: Ord. 2835 § 2, 1986).

2.04.100 Welfare benefit program.

A. The city of Yakima employees' welfare benefit program, attached as Appendix 1 to the ordinance codified in this section and incorporated herein by reference, is adopted and approved.

B. The city manager, or his designee, shall be authorized and directed to perform all management, administration and other responsibilities of the city under the city of Yakima's employees' welfare benefit program, except as expressly provided by such program or as required by law.

C. The participation agreements between the city and the Washington State Council of County and Municipal Employees, Washington State Council of County and City Employees, AFSCME, Local 1122, AFL-CIO ("AFSCME"); Yakima Police Patrolmans Association ("YPPA") and Local 469, International Association of Firefighters, AFL-CIO, attached to the ordinance codified in this section as Appendices 2, 3, 4 and 5 respectively and incorporated herein by reference, are approved, and the city manager is authorized and directed to execute said participation agreement.

D. The Yakima air terminal may join the city's employee welfare benefit program and its management employees and duly represented employees may participate in plans thereunder by action of the airport terminal board.

E. In the event that there is a conflict between any provision of this section or any provision of the employee welfare benefit program and any other section of this chapter, this section and the employee welfare benefit program shall take precedence. (Ord. 2012-14 (part), 2012: Ord. 94-9 § 3, 1994).

Chapter 2.16

BONDS FOR OFFICERS

Sections:

- 2.16.010** **Bonds required—Amount.**
2.16.020 **Approval of bonds.**
2.16.030 **Payment of premium.**

2.16.010 **Bonds required—Amount.**

The following named officers, assistants and employees of the city of Yakima, and the treasurer of Yakima County as ex officio collector of city taxes, before assuming the duties of their respective office, shall be bonded by a professional surety company authorized to do business in the state of Washington, which bonds shall be conditioned for the faithful discharge of the duties of such officers and employees as provided by law, in the following amounts:

	Blanket Bond	Annual Bond
City Manager	\$25,000.00	
Director of Finance	25,000.00	
City treasurer		\$100,000.00
Yakima's County treasurer	25,000.00	
All other employees	5,000.00	

Provided, however, that the bonds of two or more officers or employees, except for the annual bond of the city treasurer and county treasurer, may be consolidated in one instrument as a blanket bond. (Ord. 2212 § 1, 1978: Ord. 918 § 1, 1967: Ord. 2, 1959: Ord. B-196 § 1, 1937).

2.16.020 **Approval of bonds.**

Bonds required by YMC 2.16.010 shall be subject to approval by the city attorney as to form and execution, and upon such approval shall be retained on file in the office of the city clerk. (Ord. 2212 § 2, 1978: Ord. B-196 § 2, 1937).

2.16.030 **Payment of premium.**

After the approval of said bonds, the city shall pay a reasonable premium to the surety company furnishing such bond. (Ord. B-196 § 3, 1937).

Chapter 2.20

SALARIES

Sections:

2.20.010	Persons subject to plan.
2.20.020	Content of plan.
2.20.030	Procedure for determination of salary ranges.
2.20.040	Policy for pay steps.
2.20.050	Policy for present employees.
2.20.060	Transfer, promotion, reclassification, demotion, reinstatement or termination of employees.
2.20.070	Reduction of salary.
2.20.080	Effect of budget.
2.20.085	Reimbursement for expenditures.
2.20.086	Reimbursable expenditures—Amounts:
2.20.088	Uniform allowance—Special assignment pay.
2.20.089	Bilingual pay for management employees.
2.20.094	Salary of mayor, assistant mayor and council members—Fringe benefits.
2.20.097	Vehicle allowance for city manager.
2.20.100	Classification and compensation plan.
2.20.115	Management pay and compensation definitions.
2.20.116	Management pay and compensation adjustments.
2.20.117	Management salary schedule separation.
2.20.118	Management employee disability insurance.
2.20.120	Shift differential.
2.20.130	Management group tax deferred compensation plan.
2.20.150	Management personnel Section 125 plan.

2.20.010 Persons subject to plan.

All employees of the city of Yakima shall be subject to the classification and compensation plan established in this chapter. (Ord. 302, 1961; Ord. 194 § 1, 1964).

2.20.020 Content of plan.

The classification and compensation plan shall include:

1. The basic salary schedule as set forth in this chapter, and subsequent amendments and additions thereto;

2. A schedule of salary ranges consisting of minimum and maximum rates of pay for each management position and minimum and maximum rates of pay, together with intermediate steps, for all other classes of positions included in the city classification plan as set forth in this chapter, and subsequent amendments and additions thereto;

3. The annual budgets prescribed by the laws of the state of Washington. (Ord. 1745 § 1, 1975; Ord. 194 § 2, 1960).

2.20.030 Procedure for determination of salary ranges.

Salary ranges shall be linked directly to the plan of position classification and shall be determined with due regard to ranges of pay for other classes, relative difficulty and responsibility of positions in the class, availability of employees in particular occupational categories, prevailing rates of pay for similar employment in private establishments in the Yakima area, rates of pay in other jurisdictions, cost of living factors, the financial policies of the city and other economic considerations. The minimum and maximum and intermediate steps of each salary range shall be those rates in the basic salary schedule which most nearly reflect these factors.

Prior to the preparation of each annual budget, as well as at other appropriate times, the city manager shall make or direct to be made such comparative studies as he may deem necessary, of the factors affecting the level of salary ranges. On the basis of information derived from such studies, the city manager shall recommend to the council for approval such changes in the salary ranges as are pertinent to the fairness and adequacy of the overall salary structure. Such changes shall be accomplished by increasing or decreasing the salary ranges the appropriate number of ranges as provided in the basic salary schedule. The rate of pay for each employee shall be adjusted to the corresponding step in the new range in conformance with the adjustment of the salary range for the class. (Ord. 194 § 3, 1960).

2.20.040 Policy for pay steps.

The following shall be the general policy with respect to the use of the pay steps within salary ranges:

1. 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.

2. The basic salary range shall consist of five steps to be known as Steps 1, 2, 3, 4, and 5. An employee, except seasonal employees, 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 inter-

vals, providing that employee's work has been satisfactory and the employee is making normal progress on the job. Employees in permanent seasonal positions shall be advanced to Steps 2, 3, 4, and 5 upon the completion of six months', eighteen months', thirty months', and forty-two months' of service, respectively; provided, such advancements shall be made only for employees with a satisfactory or better performance rating for the preceding season.

All within-range increases are subject to the availability of funds. 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.

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.

Salary increases or decreases resulting from the adjustment of salary ranges in accordance with Section 2.20.030 shall not prevent within-range increase in accordance with this section. (Ord. 2051 § 1, 1977; Ord. 1389 § 1, 1972; Ord. 1082 § 1, 1968; Ord. 748, 1965; Ord. 478, 1963; Ord. 194 § 4, 1960).

2.20.050 Policy for present employees.

As of the effective date of the adoption of the compensation plan and any subsequent amendments thereof:

A. All employees whose pay is in excess of the maximum rate prescribed for their class shall not be reduced in pay, but they shall not receive any pay increases as long as they occupy positions for which the salary range maximum is the same as or less than the pay rate currently received.

B. Employees will be advanced in pay as a result of an adjustment to the salary range for their class as provided for in YMC 2.20.030, provided that no such advancement in pay shall be effective for a probationary employee in the management group defined in YMC 2.04.030(D), until the end of the probation. In addition, employees will be eligible for within-range increases according to service in the class as provided for in YMC 2.20.040(2), provided that no such advancement in pay shall be effective for a probationary employee in the management group defined in YMC 2.04.030(D), until the end of the probation.

The provisions of this section shall not prevent demotion or reduction for disciplinary reason or the application of service-wide pay decreases when such action is required by the financial conditions of the city or by changing economic conditions. (Ord. 3428 § 1, 1991; Ord. 194 § 5, 1960).

2.20.060 Transfer, promotion, reclassification, demotion, reinstatement or termination of employees.

A. When an employee is transferred, promoted, reclassified, demoted or reinstated, the employee's rate of pay for the new position shall be determined as follows:

1. Transfer. An employee transferred to another position in the same class will continue to receive the same rate of pay until the employee is promoted or demoted.

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

a. 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.

b. 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.

c. In the case of promotion, within-range increases shall be granted in accordance with YMC 2.20.040(2).

d. In the case of reclassification, the employee shall be eligible for a within-range increase on the employee's normal anniversary date. For employees who have been at the maximum of the salary range for more than one year, the date of reclassification shall become the employee's anniversary date for future within-range increases.

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

(a) 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.

(b) 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.

B. Severance. When an employee is terminated by the city manager, the city council grants authority to the city manager, at his or her option, to authorize a payment to the terminated city employee of lump sum severance pay equal to up to four months of the employee's base salary as full and complete payment and satisfaction of any claims of the employee arising out of his or her employment. The city manager is granted the authority to determine the specific amount of the severance payment; provided, however, it shall not exceed four months of the employee's base salary without the specific consent of the city council. Any lump sum severance payment is subject to normal payroll withholding taxes. As consideration for such severance payment, the employee shall, prior to receipt of the payment, execute and deliver to the city a

general release of the city of Yakima and its elected and appointed officers, employees and agents for all acts and actions (whether accrued or subsequently accruing) from the beginning of employment until the date of release, said release to be prepared by the city attorney or his or her designee. Although the city manager has the option to authorize a severance payment under the terms of this section, the city manager is not required to authorize a severance payment to an employee who has been terminated. (Ord. 2013-029 § 1, 2013: Ord. 1831 § 1, 1975: Ord. 1614 § 2, 1974: Ord. 194 § 6, 1960).

2.20.070 Reduction of salary.

An appointing authority for just causes may reduce the salary of an employee within the pay range prescribed for the class. Notice of intention to effect such a reduction in pay and the reasons for such action shall be given to the employee and the civil service chief examiner ten days prior to the effective date for the reduction. The employee affected shall have the right to appeal in the manner outlined in the civil service rules and regulations. (Ord. 194 § 7, 1960).

2.20.080 Effect of budget.

This chapter shall be in force and effect February 1, 1961, and from and after said effective date employees in each class of position in the civil service shall be compensated according to the basic salary schedule and salary ranges set forth in this chapter, and subsequent amendments and additions thereto, and in accordance with the annual budgets adopted by the council pursuant to the laws of the state of Washington. In cases of promotion, transfer and the return of an employee after leave of absence, and in cases of classification or reclassification of positions which, under YMC 2.20.060 and other provisions of this chapter, require the payment of a different wage or salary than that specifically set forth in the annual budget, the compensation to be paid in such cases shall be figured and paid in accordance with YMC 2.20.060 and other pertinent sections of this chapter without ordinance or council action, if the payment thereof can lawfully be made from funds appropriated under the current annual budget, under the item of salaries and wages, without exceeding appropriation.

In cases where the annual budget makes provisions for the payment of compensation for any position classification differing from the compensation set forth in said salary ranges in order to comply with the provision of subsection A of YMC 2.20.050, the employee affected by the provision of said section shall be paid the compensation for such position as set forth in the annual budget, and in all cases where no provision is made in said salary ranges the compensation to be paid any employee shall be that set forth in the annual budget or such compensation as

shall be lawfully authorized by the city council. (Ord. 194 § 8, 1960).

2.20.085 Reimbursement for expenditures.

In addition to the prescribed rates of pay and other allowances provided for in this chapter, officers and employees of the city shall be entitled to reimbursement for, or the benefit from, the following classes of official expenditures:

1. Officers and employees shall be entitled to reimbursement for expenses which may lawfully be incurred when they are required, with specific written approval of the city manager, to make necessary out-of-pocket expenditures within or without the city of a nature beyond those normally associated with the performance of the routine official duties of such individuals, for purposes which principally promote, develop or publicize the city's best interests.

2. In the event the city manager of the city of Yakima determines that in order to secure the services of any person not residing within the Yakima area as an employee of the city of Yakima, it is necessary to pay the cost of moving the household goods and personal effects of such person from his place of residence to the city of Yakima upon his appointment to city service, then payment of reasonable and necessary moving costs may be made from appropriate available maintenance and operation funds in the city's annual budget, upon the approval of the city manager.

3. The council finds that in selecting personnel to fill positions in the city of Yakima requiring special experience and training to qualify for such positions, it becomes necessary, in order to ensure selection of the most qualified applicant, that applicants for such positions be personally interviewed, and that in certain cases the expense to the city of sending members of boards, commissions and other officers of the city to various localities for the purpose of conducting such interviews exceeds the cost to the city government of providing that the interviews be had in the city of Yakima at the city's expense and that the payment by the city of the necessary travel and subsistence expenses for a limited number of applicants to be brought to the city will result in a saving of expense to the city in the outlay of travel and subsistence expenses or in the time which would be lost by reason of regular officers or employees of the city conducting the interviews elsewhere. The council further finds that in such cases the payment by the city of the travel and subsistence expense of applicants requested to come to the city of Yakima for interview is a proper municipal expense and for a proper municipal purpose.

4. In order to make a proper determination of the facts in cases where authority is requested to bring in applicants for any position in the city of Yakima at the city's expense, the city manager is authorized to deter-

mine the facts, and, upon approval by the city manager, based upon a determination that the payment by the city of the expenses of bringing a limited number of applicants to the city of Yakima for interview is necessary to make possible the selection of the best available applicant for a position involving special skill and experience to properly discharge the duties thereof, and that the payment of the expense of bringing said applicants to the city is less than the expense and loss to the city in sending its officers, commissions or boards to conduct said interview elsewhere, and that funds for the payment of such expenses are lawfully available, payment therefor shall be considered as approval by the city council and shall be paid from the fund to which said expenses are properly chargeable.

5. Training and Education.

a. Policy. The city council encourages the training and education of city officers and employees to the end that they may more effectively render services to the public in performing assigned duties or in preparing to assume higher responsibilities within the city service.

b. Reimbursement. Officers and employees shall be entitled to reimbursement for ordinary and reasonable expenses incurred in pursuing such training and education on compliance with the following conditions:

(1) In the opinion of the city manager, the seminar or course of study must be related to the performance of duties of the officer or employee in rendering service to the public, or must assist the officer or employee in preparing to assume higher responsibilities within the city service by promotion or otherwise;

(2) Specific written approval for the seminar or course of study must be obtained in advance from the city manager or his designate; and

(3) Funds for reimbursement to the officer or employee must be lawfully available within the city's budget or by appropriation therein.

6. Professional Fees, Licenses, and Membership Dues.

a. Management employees as defined in subsection 2.04.030(D) of this code shall be entitled to direct payment by the city of Yakima or reimbursement to the employee, for professional fees, licenses and membership dues applicable to any such employee, in an amount approved by the city manager.

b. Funds for this purpose must be lawfully available within the city's budget or by appropriation therein. (Ord. 3403 § 4, 1991; Ord. 2302 § 1, 1979; Ord. 2088 § 1, 1977; Ord. 189 § 1, 1976; Ord. 748, 1965; Ord. 208, 1960; Ord. 194 § 9A, 1960).

2.20.086 Reimbursable expenditures—Amounts.

A. All officers and employees shall, in addition to their prescribed rates of pay, be reimbursed for the following listed expenditures:

1. Transportation. The actual fare shall be paid for transportation by common carrier. Reimbursement at the per mile rate authorized by the Internal Revenue Code of 1989, as amended from time to time, shall be made for the use of private auto; provided, the reimbursement for travel by private auto to a point outside the state of Washington shall not exceed the total expense for such travel by commercial air coach including related and incidental transportation expenses such as limousine or taxi fare, car rental, parking fees and similar costs.

2. Lodging and Meals. The actual expense for lodging and meals shall be paid; provided, that the total reimbursable expense for both lodging and meals shall not exceed one hundred seventy-five dollars per day, including tips and gratuities; provided further, that when conventions, conferences, seminars or similar functions make expenditures in excess of one hundred seventy-five dollars per day necessary for lodging and meals, in the opinion of the city manager such excess expenditures may be allowed and reimbursed when approved by the city manager.

3. Necessary Minor Expenses. The actual amounts of necessary, or usual and customary, minor expenses, including tips and gratuities, shall be reimbursed.

B. All reimbursed expenses must be necessary, reasonable, within budget limits set for travel and training, and incurred in the conduct of the business of the city. When two or more representatives of the city attend the same meeting, transportation shall be planned to avoid needless duplication of automobiles. Employees shall obtain approval prior to taking any trip from their department head and from the city manager. (Ord. 98-8 § 1, 1998; Ord. 95-9 § 1, 1995; Ord. 3326 § 1, 1990; Ord. 3237 § 1, 1990; Ord. 2743 § 1, 1984; Ord. 2414 § 1, 1980; Ord. 2088 § 2, 1977; Ord. 2022 § 1, 1976; Ord. 1614 § 3, 1974; Ord. 858, 1966; Ord. 748, 1965; Ord. 213, 1960; Ord. 194 § 9B, 1960).

2.20.088 Uniform allowance—Special assignment pay.

A. Police detectives and patrolmen assigned to the detective division of the police department, when not issued or required to wear a uniform in the performance of their assigned duties, shall be paid a monthly clothing allowance of eighteen dollars in lieu of an issued uniform.

B. (1) Except for employees in the fire department and except for employees represented by AFSCME Local 1122, when a salaried employee works in a higher classification for a period of one day or longer, performs substantially all of the duties of such higher classification and is not actually receiving supervised training for that 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. The provi-

sions of this section shall not apply to management personnel.

(2) When an hourly employee works in a higher classification for a period of one hour or longer, 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 step in the higher classification which is next higher in amount above the employee's pay in the lower classification.

(3) 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.

(4) 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.

C. Clerical personnel in the police department shall be paid fifteen dollars per month in addition to their regular salary when required to be available for night or weekend shifts, or when required to perform police duties other than clerical. Effective January 1, 1978, after six p.m. and until six a.m. on regularly scheduled shifts, an additional two percent per hour over base pay will be paid for all hours worked within the stipulated period to the nearest one-half hour for police department clerical personnel.

D. Police officers shall be paid thirty dollars per month in addition to their regular salary when assigned the duties of administrative assistant to the chief of police.

E. When any commissioned member of the police department is assigned by the chief of the department to a position in a higher classification for a period of four hours or more, such member shall be paid at the lowest rate of the higher classification which provides any salary increase for the officer for the actual time so assigned. The amount of payment for such special assignment shall be computed in accordance with any applicable provision of YMC 2.40.100. The payment for any such special assignment duty shall be subject to the availability of department funds for such purpose.

F. When any employee of the fire department is temporarily assigned by the chief of the department to a position in a higher classification for a period of four hours or longer, such member shall be paid special assignment pay of five percent above the normal base pay of that employee during that period of continuous service; provided, that the employee exercises the responsibility, including operational and administrative duties, as they apply to that position in the higher classification; provided, further, the chief of the fire department may authorize special assignment pay in excess of the five percent provided herein in exceptional circumstances as determined by the chief.

G. 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 twenty-five dollars per month, in addition to his regular salary, for each month that he operates a motorcycle more than fifty percent of his total duty time.

H. When an employee of the fire department is assigned the duties of administrative assistant to the fire chief, such member shall receive sixty dollars per month in addition to the employee's regular salary.

I. When a programmer analyst is assigned to the police department, such person shall receive seventy-five dollars per month in addition to the employee's regular salary.

J. When an employee is temporarily assigned by the city manager to a position in a higher management classification for a period of one day or longer and performs substantially all of the duties of such higher classification, or when the city manager assigns an employee additional responsibilities beyond the scope of his/her current classification, the city manager may authorize and direct that the employee be paid special assignment pay, in an amount the city manager determines reasonable, above the normal base pay of that employee during the period of the employee's continuous service in said higher classification or performance of additional responsibilities. As used in this section, the term "management classification" means those positions identified in YMC 2.20.115(2). (Ord. 2013-005 § 1, 2013; Ord. 2005-42 § 1, 2005; Ord. 3379 § 1, 1991; Ord. 2843 § 1, 1985; Ord. 2153 § 2, 1978; Ord. 1860 §§ 1, 2, 1975; Ord. 1745 §§ 2, 3, 1975; Ord. 1614 § 4, 1974; Ord. 1474 § 4, 1972; Ord. 1381 §§ 2, 3, 1972; Ord. 980 § 1, 1967; Ord. 854 §§ 1, 2, 1966; Ord. 748 § 4, 1965; Ord. 584 § 1, 1964; Ord. 478 § 2, 1963; Ord. 391 § 1, 1962; Ord. 302 § 6, 1961).

2.20.089 **Bilingual pay for management employees.**

Effective July 1, 2003, in addition to the prescribed rates of pay and allowances provided for in this chapter, management employees who have a bilingual capacity shall receive sixty dollars 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/biliterate skills examination conducted under the civil service rules and regulations and administered by the civil service chief examiner. Department heads may waive the testing requirement if the employee can demonstrate to the satisfaction of the department head, through documentation or otherwise (i.e., court interpreter certification from the state of Washington), that the employee has sufficient bilingual/biliterate skills.

Management employees employed by the city of Yakima before July 1, 2003, who demonstrated bilingual/biliterate capacity by achieving a passing score on the civil service bilingual/biliterate examination and/or by demonstrating bilingual capacity to the satisfaction of their department head and who received prior approval from their respective department head shall receive, in addition to the prescribed rates of pay and allowances provided for in this chapter, thirty dollars per month for their work before July 1, 2003, in that capacity.

As used in this section, the term "management employees" means those positions identified in YMC 2.20.115(2). (Ord. 2003-36 § 1, 2003).

2.20.094 Salary of mayor, assistant mayor, and council members—Fringe benefits.

A. Salary of Mayor and Assistant Mayor. The mayor, assistant mayor, and city council members other than the mayor and assistant mayor shall be paid a salary computed and paid on a monthly basis as follows:

Position	Salary Per Month
Mayor	\$1,043.95
Assistant mayor	\$800.37
City council members	\$695.97

Effective January 1, 2006, and with regard to an at-large city council member who is elected to be mayor, the monthly salary of the mayor shall be one thousand three hundred seventy-five dollars.

Effective January 1, 2008, and with regard to a district position city council member who is elected to be mayor, the monthly salary of the mayor shall be one thousand three hundred seventy-five dollars.

Effective January 1, 2006, and with regard to an at-large city council member who is elected to be assistant mayor, the monthly salary for the assistant mayor shall be one thousand one hundred seventy-five dollars.

Effective January 1, 2008, and with regard to a district position city council member who is elected to be assistant mayor, the monthly salary of the assistant mayor shall be one thousand one hundred seventy-five dollars.

Effective January 1, 2006, the monthly salary for each at-large city council member shall be one thousand seventy-five dollars.

Effective January 1, 2008, the monthly salary for each district position city council member shall be one thousand seventy-five dollars.

B. Fringe Benefits. Commencing January 1, 1992, members of the city council, including the mayor and assistant mayor, shall receive no compensation for serving as mayor, assistant mayor, or council member other than the salary provided by subsection A of this section, and the following additional benefits, which are authorized:

1. Reimbursement for expenditures as provided by YMC 2.20.086;
2. Protection of a five-thousand-dollar life insurance policy, with the premium fully paid by the city;
3. Protection of Workmen's Compensation Insurance coverage under the State Industrial Insurance system;
4. Protection by a policy of insurance known variously as professional liability insurance or errors and commission insurance, covering council members acting in their official capacity, with coverage in the same amount as obtained from time to time for the protection of other city officers and employees, with the premium fully paid by the city;

5. Payment by the city of its portion of Social Security payroll tax on earnings of council members; and any other benefits expressly required by applicable laws;

6. Participation in the city employee welfare benefit program established by YMC 2.04.100; provided, that an election and payment are made as provided in YMC 2.04.030(D)(4). (Ord. 2005-35 § 1, 2005; Ord. 2000-2 § 1, 2000; Ord. 99-10 § 1, 1999; Ord. 94-9 § 2, 1994; Ord. 3210 § 1, 1989; Ord. 2920 §§ 1, 2, 1985; Ord. 2556 § 1, 1981).

2.20.097 Vehicle allowance for city manager.

The city manager shall be paid the amount of three hundred dollars each month as a vehicle allowance, in addition to the salary specified in the compensation plan for city employees. (Ord. 2005-78 § 1, 2005; Ord. 96-86 § 1, 1996; Ord. 2364 § 1, 1979).

2.20.100 Classification and compensation plan.

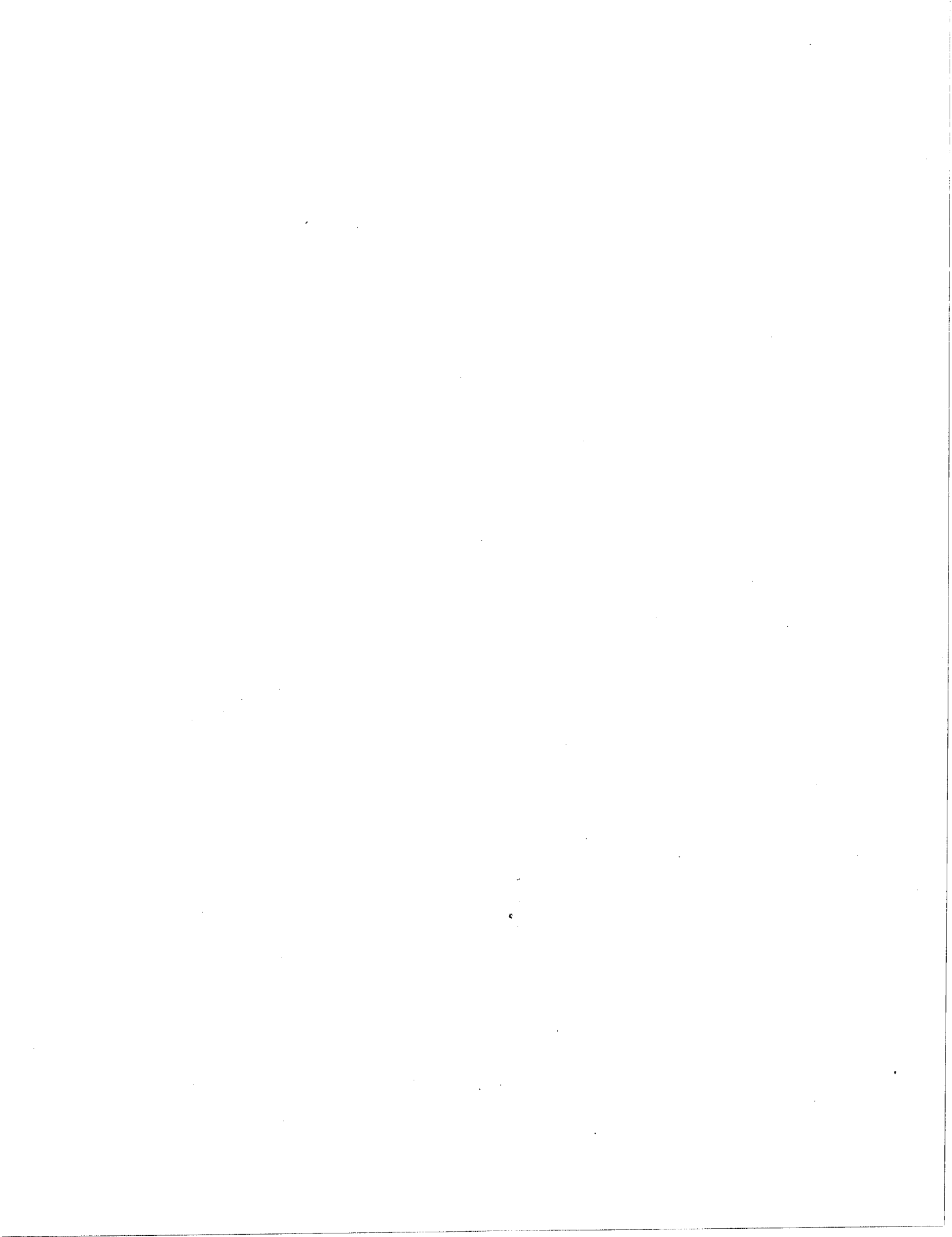
A classification and compensation plan for city employees is hereby adopted to be effective: June 8, 2014.

Pay ranges and pay steps set out in the schedule for the classifications allocated to these pay ranges shall be in full force and effective on the date stated above. The pay rates shall constitute full compensation for those employees with a work week of forty hours as set out in other sections of this code. Employees whose work week is less than forty hours shall be paid at the rate which is in the same proportion to the rates set out herein within their applicable classification that their work week bears to forty hours.

The hourly rate for those employees of the fire department whose work week exceeds forty hours shall be computed according to the provisions of YMC 2.22.030.

The performance of employees shall be evaluated annually in accordance with a management performance evaluation plan. The result of the performance evaluations shall be used by the city manager to determine the salary of each employee in the designated positions and shall be used by the city council to determine the salary of the city manager, said salaries to be no less than the minimum nor no greater than the maximum set out in the pay range applicable to the position according to the following schedule:

Job Class Code and Title	Pay Grade	Effective Date	Step A	Step B	Step C	Step D	Step E	Step F
6410 9-1-1 CALLTAKER	590	01/01/2017	18.78	19.72	20.74	21.77	22.86	24.01
CS: FIRE Union: IAFF		01/01/2016	18.32	19.24	20.23	21.24	22.30	23.42
		01/01/2015	17.87	18.77	19.74	20.72	21.76	22.85
		01/01/2014	17.52	18.40	19.35	20.31	21.33	22.40
10302 ACCOUNTANT	975SA	01/01/2014	29.07	30.52	32.03	33.66	35.33	
CS: CHARTER Union: TEAMSTERS								
2312 ACCOUNTING TECHNICIAN	12.5	01/01/2017	17.82	18.56	19.45	20.39	21.29	
CS: CHARTER Union: AFSCME		01/01/2016	17.39	18.11	18.98	19.89	20.77	
		01/01/2015	16.97	17.67	18.52	19.40	20.26	
		01/01/2014	16.56	17.24	18.07	18.93	19.77	
11610 ADMIN. ASST. FOR YAKIMA AIR TERMINAL	980A	01/01/2017	24.30	25.53	26.76	28.14	29.49	
CS: CHARTER Union: AFSCME		01/01/2016	23.71	24.91	26.11	27.45	28.77	
		01/01/2015	23.13	24.30	25.47	26.78	28.07	
		01/01/2014	22.57	23.71	24.85	26.13	27.39	
1331 ADMIN. ASST. TO THE CITY MANAGER	972	01/01/2014	32.86	34.50	36.24	38.04	39.92	
CS: EXEMPT Union: NONE								
11615 ADMINISTRATIVE ASSISTANT FOR WASTEWATER	980	01/01/2014	22.24	23.36	24.48	25.74	26.99	
CS: CHARTER Union: NONE								
16101 ADMINISTRATIVE ASSISTANT TO FIRE CHIEF	980SA	01/01/2014	22.78	23.93	25.08	26.36	27.64	
CS: FIRE Union: TEAMSTERS								
11701 ADMINISTRATIVE ASSISTANT TO POLICE CHIEF	980	01/01/2014	22.24	23.36	24.48	25.74	26.99	
CS: CHARTER Union: NONE								
10507 ADMINISTRATIVE SECRETARY	983	01/01/2014	19.21	20.19	21.15	22.24	23.36	
CS: CHARTER Union: NONE								



conomic value of employee compensation and benefits, including, but not limited to, salary, longevity, paid leave, holidays, deferred compensation, and other forms of employee compensation, said change to be measured from one calendar year to the next succeeding calendar year.

2. "Management employees" means all nontemporary employees in the following positions:

- (a) Executive series, as listed in YMC 2.20.100(B);
- (b) Management series, as listed in YMC 2.20.100(B);
- (c) Executive support series as listed in YMC 2.20.100(B);
- (d) Public safety management series, as listed in YMC 2.20.110(E);
- (e) Union exempt civil service classes, as listed in YMC 2.20.100(D).

3. "Management PACA" means the pay and compensation adjustment for management employees that is computed each calendar year using the formula set forth in YMC 2.20.116.

4. "Reference year" means the current calendar year for which the Management PACA is computed and will become effective on January 1st.

5. "Prior year" means the calendar year immediately preceding the reference year.

6. "Bargaining unit PACA" means the pay and compensation adjustment for a recognized city of Yakima employee bargaining unit, as approved for the reference year by formal action of the Yakima city council.

7. "Average bargaining unit PACA" means the average of all bargaining unit PACAs that become effective during a particular reference year.

8. "Balancing adjustment" means the positive or negative change in the average bargaining unit PACA for the prior year, which change has occurred after computation of the management PACA for the prior year due to delayed resolution of bargaining unit negotiations. This change must be incorporated into the computation of the management PACA for the reference year in order to achieve equality between the management PACA and the average bargaining unit PACA. (Ord. 95-16 § 2, 1995; Ord. 94-83 § 1, 1994).

2.20.116 Management pay and compensation adjustments.

A. Notice of Anticipated Management PACA. The city manager or designee shall provide the city council with written notice at least thirty days before the implementation date of the anticipated management PACA based on the latest available projections using the management PACA formula in subsection B of this section.

B. Pay and Compensation Adjustment Formula. A management pay and compensation adjustment shall be computed as of January 1st of each successive reference year based upon the following formula:

$$\text{Management PACA} = \text{Average Bargaining Unit PACA} + \text{Balancing Adjustment}$$

The computed management PACA shall be converted into dollars for each respective management employee classification, and the amounts thereby derived shall be added to each respective management employee salary schedule effective on January 1st of the reference year, subject to change pursuant to subsection C of this section. The management employee salary schedules as modified shall be annually codified in YMC 2.20.110. If the balancing adjustment is positive as of January 1st in a particular reference year, then management employees shall receive a lump sum payment as deferred earnings from the prior year equal to the incremental amount that would have otherwise been paid if bargaining unit negotiations had been resolved at the beginning of the prior year.

C. Effectiveness of Pay and Compensation Adjustments. Management pay and compensation adjustments, as computed in subsection B of this section, shall be effective on January 1st of each successive reference year, subject to the city council's authority to cancel, decrease, increase or otherwise change the management PACA by adopting amendatory legislation at least fifteen days before the management PACA implementation date.

D. Retroactive Payment of Deferred Earnings. In the event that there are no known bargaining unit PACAs as of January 1st of the reference year, due to unresolved bargaining unit negotiations, thereby yielding an average bargaining unit PACA equal to zero, then computation of the management PACA for that reference year shall be postponed and computed on June 30th of the reference year and paid retroactively to January 1st of the reference year. The formula set forth in subsection B of this section shall be used for this June 30th computation. Under this circumstance, the city council and management employees agree that payment of the management PACA is deferred until the June 30th computation. During such six-month deferral period, management employees shall be paid in accordance with the preceding year's salary schedule, but such compensation shall be deemed to be less than the total compensation to be paid for the services provided during said deferral period.

E. Satisfactory Performance Condition. A management employee shall receive the PACA provided for in this section, conditioned upon satisfactory performance under the employee merit pay plan, and subject to change pursuant to subsection C of this section.

F. Agreement for Deferred Earnings. Whenever there are any unresolved bargaining unit negotiations as of January 1st of the reference year, then it shall be understood and agreed between the city council and the management employees that management employees will be paid an amount less than their total compensation for the reference year until such time as all bargaining unit nego-

tations have been resolved and the incremental management PACA can be precisely computed and paid retroactively as deferred earnings.

G. Nonexclusive Adjustment Process. The management pay and compensation adjustments provided for in this section shall not be deemed to be an exclusive process for adjusting management pay and compensation, and the city council may wish to consider pay and compensation adjustments based upon comparative studies conducted pursuant to YMC 2.20.030.

H. Examples of Management PACA Computations. The following hypothetical examples illustrate how the management PACA formula operates:

Example 1: Bargaining Unit Negotiations Completed in First Half of Reference Year.

As of January 1st of particular year, the average of all known bargaining unit PACAs to be effective during that year is 2.2%. There were no delayed bargaining unit negotiations during the prior year so the balancing adjustment is zero. Therefore, the management PACA to be effective on January 1st of the reference year is 2.2%. Assuming that delayed bargaining unit negotiations for the reference year are resolved before June 30th, resulting in a revised average bargaining unit PACA for the reference year equal to 3.0%, then the revised management PACA is also 3.0%. This means that management employees have deferred earnings for January through June of the reference year in the differential amount of 0.8% of base salary over the six-month period. This percentage amount will be converted into dollars and added to the next management employee paycheck as lump sum deferred earnings. The management employee salary schedules will also be adjusted to reflect the 0.8% positive adjustment.

Example 2: Bargaining Unit Negotiations Completed in Second Half of Reference Year With Positive Balancing Adjustment.

As of January 1st of a particular year, the average of all bargaining unit PACAs to be effective during that year is 2.0%. Unresolved bargaining unit negotiations during the prior year were settled in the second half of the prior year, resulting in a positive balancing adjustment of + 0.5%. Reference year management PACA equals 2.0% + 0.5%, for a total management PACA of 2.5%. The management employee salary schedules will be adjusted to reflect a total 2.5% positive adjustment. In addition, the 0.5% positive balancing adjustment will be converted into dollars and added as a lump sum payment into the next management employee paycheck as deferred earnings.

Example 3: Bargaining Unit Negotiations Completed in Second Half of Reference Year With Negative Balancing Adjustment.

The same facts arise in this example as in Example 2 above, with the exception that there is a negative balancing adjustment equal to minus 0.5%. Reference year management PACA equals 2.0% minus 0.5% for a total management PACA of 1.5%. The management employee salary schedules will be adjusted to reflect this total 1.5% positive adjustment. There is no retroactive pay adjustment for the prior year.

(Ord. 94-83 § 2, 1994).

2.20.117 Management salary schedule separation.

It is the policy of the city of Yakima that managers and supervisors shall receive salaries that are a minimum of five percent higher than subordinate employees. Whenever management employee group salary schedules are changed or adjusted, a minimum positive five percent separation above bargaining unit salary schedules shall be maintained. Within the management employee group, salary schedules for management employees with supervisory responsibility shall be maintained at a minimum positive five percent separation above subordinate employee salary schedules. As used in this section, the term "management employee" means those positions identified in YMC 2.20.115(2). (Ord. 94-83 § 3, 1994).

2.20.118 Management employee disability insurance.

There is established a voluntary, employee-paid disability insurance program utilizing the payroll deduction process for participating management employees, as defined in YMC 2.20.115. The city director of finance and budget is authorized to implement and operate this disability insurance program using the city's payroll deduction system. (Ord. 94-83 § 4, 1994).

2.20.120 Shift differential.

Effective January 1, 1979, any employee within the bargaining unit of the American Federation of State, County and Municipal Employees will be paid a shift differential premium equal to an additional two percent per hour over that employee's base pay for all hours worked (rounded to the nearest one-half hour) by the employee between the hours of six p.m. and six a.m. during that employee's regularly scheduled shift, provided, effective January 1, 1980, the rate of the shift differential premium shall be increased to four percent per hour over base pay. (Ord. 2265 § 2, 1979).

2.20.130 Management group tax deferred compensation plan.

Commencing May 1, 1995, each member of the management employee group, as defined below, shall participate in a tax deferred compensation plan adopted or approved by the city and shall be paid, in addition to that employee's monthly salary as established by the compensation plan, deferred earned compensation each month in an amount equal to three percent of said monthly salary.

Effective December 9, 2012 (or as individually negotiated between the city and prospective employees prior to the effective date of this amendment), newly hired employees of the management group will not be eligible, nor shall participate, in the tax deferred compensation plan.

The management employee group, as that term is used in this section, is composed of any nontemporary employee in the following positions:

- (1) Executive series, as listed in YMC 2.20.100(B);
- (2) Management series, as listed in YMC 2.20.100(B);
- (3) Executive support series as listed in YMC 2.20.100(B);
- (4) Public safety management series, as listed in YMC 2.20.100(E);
- (5) Union exempt management support group, as listed in YMC 2.20.100(D);
- (6) Union exempt supervisory group, as listed in YMC 2.20.110(H);
- (7) Union exempt fire civil service, as listed in YMC 2.20.100(K). (Ord. 2012-42 § 1, 2012; Ord. 95-18 § 1, 1995; Ord. 3504 § 2, 1992; Ord. 3500 § 1, 1992; Ord. 2873 § 1, 1985; Ord. 2689 § 1, 1983).

2.20.150 Management personnel Section 125 plan.

A. The Section 125 spending plan for the city of Yakima as contemplated by 26 U.S.C. Section 125 is adopted for (1) all management employees, as defined below; (2) employees covered by the LEOFF labor agreement with IAFF Local No. 469; and (3) such other collective bargaining units for which this benefit has been included in a collective bargaining agreement approved by resolution of the city of Yakima city council.

"Management employees", as that term is used in this section, refers to all nontemporary employees in the following positions:

- (1) Executive series, as listed in YMC 2.20.100(B);
- (2) Management series, as listed in YMC 2.20.100(B);
- (3) Executive support series as listed in YMC 2.20.100(B);
- (4) Public safety management series, as listed in YMC 2.20.110(E);
- (5) Union exempt management support group, as listed in YMC 2.20.100(D);

(6) Union exempt supervisory group, as listed in YMC 2.20.110(H);

(7) Union exempt fire civil service, as listed in YMC 2.20.110(K).

B. The Section 125 spending plan shall be on file in the office of human resources and may be further amended by the city manager with respect to its amounts of contribution and services; provided, that such amendments are made in written form and filed with the original plan. (Ord. 3504 § 2, 1992; Ord. 3500 § 1, 1992; Ord. 3430 § 1, 1991).



Chapter 2.22

FIRE DEPARTMENT—WORKING CONDITIONS

Sections:

2.22.010	Workweek.
2.22.020	Calling off-duty firefighters in an emergency.
2.22.030	Compensation.
2.22.040	Overtime pay.
2.22.050	Special assignment pay.
2.22.060	Time-off privileges—Vacation leave.
2.22.070	Time-off privileges—Compassionate leave.
2.22.075	Time-off privileges—Sick leave.
2.22.080	Holidays.

2.22.010 Workweek.

A. The fire chief, the battalion chief assigned as training officer, the fire marshal, fire inspectors and all other day personnel not working a shift shall work a basic workweek of forty hours and standard workday of eight hours.

B. Battalion chiefs, captains, lieutenants, and firefighters in the fire combat division working shifts shall work a basic average workweek of fifty-five hours and a standard work shift of twenty-four hours effective January 1, 1976; and shall work a basic average workweek of fifty-four hours and a standard shift of twenty-four hours effective January 1, 1977.

C. Alarm operators shall work a basic workweek of forty hours and a standard work shift as established by the fire chief. (Ord. 1922 § 2 (part), 1976).

2.22.020 Calling off-duty firefighters in an emergency.

In the event of a threatening or unusual conflagration or other emergency, the fire chief, his assistant or other person in charge or command of the fire department, shall have the power and authority to summon any or all firefighters who may be off-duty to assist in the protection of life and property. (Ord. 1922 § 2 (part), 1976).

2.22.030 Compensation.

Effective January 1, 1976, compensation for personnel in all classifications and positions in the fire department shall be that set out in Section 2.20.110 except that employees whose basic workweek is an average of fifty-five hours per week shall be paid at an hourly rate computed by dividing such employee's basic monthly salary by a factor of 238.33. Effective January 1, 1977, employees whose basic workweek is an average of fifty-four hours per week shall be paid at an hourly rate computed by

dividing such employee's basic monthly salary by a factor of 234.00. (Ord. 1922 § 2 (part), 1976).

2.22.040 Overtime pay.

A. Overtime pay will be allowed for members of the fire department except battalion chiefs and fire chief when required to work in excess of their basic workweek or their standard workday or shift at the rates set out in subsection B of this section.

B. Overtime pay rates for fire department employees below the rank of battalion chief shall be computed in the following manner:

1. Effective January 1, 1976, when personnel are called from off-shift in order to maintain minimum fire combat strength as determined by the city council, the hourly overtime pay rate shall be computed by dividing such employee's basic monthly salary by 238.33 and multiplying the result by 1.5. Effective January 1, 1977, the hourly overtime pay rate shall be computed by dividing such employee's basic monthly salary by 234.00 and multiplying the result by 1.5.

2. When personnel are called from off-duty by the fire chief or his designate because of a fire, the hourly rate shall be computed by dividing the basic monthly salary by 173.33 and multiplying the result by 1.5.

3. A minimum of two hours of overtime pay shall be allowed for any callback from off-shift.

C. Fractions of an hour served on overtime duty shall be rounded to the next full hour for the purpose of computing amount of overtime.

1. When a shift battalion chief is required to provide work coverage for a shift battalion position vacancy, the battalion chief shall be paid at a straight time rate equal to the top step hourly rate for a shift battalion chief for each hour of work performed in excess of his/her regular 51.38 hour workweek.

2. When a shift battalion chief is called back from off-duty by the fire chief or his/her designee to perform work due to an emergency, the battalion chief shall be paid at an hourly rate computed by dividing his/her basic monthly salary by 173.33 and multiplying the result by 1.5.

3. When a shift battalion chief is required to perform work in excess of their regular 51.38 hour workweek due to a Washington State mobilization effort, the battalion chief shall be paid at an hourly rate computed by dividing his/her monthly salary by 222.66 and multiplying the result by 1.5. (Ord. 2000-16 § 1, 2000: Ord. 2014 § 1, 1976: Ord. 1922 § 2 (part), 1976).

2.22.050 Special assignment pay.

When any member of the fire department is temporarily assigned by the fire chief or his designate to a position in a higher classification for a period of six

2.22.050

hours or longer, such member shall be paid at the pay step in the range in that higher classification which is next greater in amount than his current salary. (Ord. 1922 § 2 (part), 1976).

2.22.060 Time-off privileges—Vacation leave.

A. There shall be an earned leave account established for each employee of the Yakima fire department. Accru-

als to the earned leave account shall be in the following amounts:

1. Day Shift Employees. There shall be an earned leave account established for each employee of the Yakima fire department working straight day shifts. Accruals to that earned leave account shall be at the following rates, effective January 1, 1978:

Continuous Service in Years		Full Calendar Monthly Accrual (Hours)	Hrs./Yr. Day/Yr.	
At Least	Less Than			
0	3	6-67/100	80	10
3	7	8	96	12
7	10	10	120	15
10	15	12	144	18
15	20	14	168	21
20	—	16	192	24

2. All other members of the department who are working shifts and who are not included in subsection 1 of this section shall accrue vacation leave at the following rates:

a. Ten hours for each full calendar month for those with less than ten years of continuous service;

b. Fourteen hours for each full calendar month for those with ten or more years of continuous service.

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

C. All vacation leave must be requested in advance and approved by the fire chief or his designate.

D. Vacation leave must be taken at such times 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.

E. Accumulation of vacation leave shall be as follows:

1. Management personnel on day assignments, other LEOFF personnel working days and non-LEOFF personnel, shall accrue vacation leave to a maximum of two hundred forty hours.

2. Department employees under LEOFF working shifts shall accumulate earned leave to a total of three hundred thirty-six hours; provided, that in an emergency or due to absences in the workforce which reduce the workforce below minimum staff level, the city manager may authorize accumulation of earned leave in excess of three hundred thirty-six hours for the duration of such emergency or for a period of time that the city manager may designate, with such additional hours to be credited to leave and taken in accordance with subsections C and D of this section.

3. Employees transferring from shift to day work shall not have the vacation portion of their earned leave

reduced from the number of hours accrued to the date of transfer. (Ord. 2040 § 1, 1977; Ord. 1922 § 2 (part), 1976).

2.22.070 Time-off privileges—Compassionate leave.

A. Employees not under LEOFF shall be granted compassionate leave in accordance with Section 2.40.030.

B. Employees under LEOFF shall be granted compassionate leave as follows:

1. In the event of death of a member of the immediate family of an employee or employee's spouse, as defined in subsection B(4) of Section 2.40.030, shall be granted leave with pay not to exceed three calendar days; provided, however, that additional leave with pay may be granted when recommended by the fire chief or his designate and approved by the city manager or his designate.

2. In the event of serious injury or illness to members of an employee's immediate family living with and dependent upon the employee and constituting an emergency or crisis, the employee may be granted leave with pay. Any leave with pay for this purpose must be recommended by the fire chief or his designate and approved by the city manager or his designate. (Ord. 1922 § 2 (part), 1976).

2.22.075 Time-off privileges—Sick leave.

A. Each employee of the Yakima fire department who is covered under provisions of Chapter 41.26 of the Revised Code of Washington, but whose effective date of initial employment as a firefighter or police officer by any employer is on or after October 1, 1977, so that such employee is not entitled to disability leave pursuant to Chapter 41.26 of the Revised Code of Washington, shall be granted sick leave with pay in accordance with the provisions of this section.

B. A sick leave account shall be established for each such eligible employee, by which account each employee shall be credited with twelve shifts of sick leave upon employment.

C. Accrual. Sick leave with pay shall accrue at the rate of one working shift of leave for each full calendar month of the eligible employee's continuous service with the fire department, provided no sick leave shall accrue during the first twelve months of employment.

D. Permissible use of sick leave: eligible employees shall be granted sick leave with pay for the reasons specified by subsection B of Section 2.40.030 of this code. (Ord. 2240 § 1, 1978).

2.22.080 Holidays.

A. All members of the fire department who are not by the nature of their work required to provide a twenty-four-hour-per-day service, seven days a week, shall be granted holidays as set out in Section 2.40.080.

B. Employees of the fire department who, by the nature of their work, are required to provide a twenty-four-hour-per-day service, seven days per week, shall be entitled to time off in lieu of holidays as follows:

1. Members of the fire combat division who are working an average workweek of fifty-five hours effective January 1, 1976, and fifty-four hours effective January 1, 1977, shall receive four twenty-four-hour shifts off with pay each year. Eight hours of time off in lieu of holidays shall be considered to be earned each month and such time shall be added to each employee's earned leave account.

2. Alarm operators shall receive eight hours of time off in lieu of each holiday set forth in Section 2.40.080 and these holidays will be subject to the same conditions as those for other city employees. Time off in lieu of holidays for alarm operators shall be earned for the month in which the holiday occurred and the time shall be credited to each employee's earned leave account.

C. All time off in lieu of holidays must be requested in advance and approved by the fire chief or his designate.

D. Time off in lieu of holidays must be taken at such time as the employee can be spared but an employee will be allowed such time off when he desires if it is possible to schedule it at that time.

E. The use of accumulated earned leave time attributable to time off in lieu of holidays shall be allowed from the date of employment, provided, the employee must have a minimum time of one full shift accrued. (Ord. 1922 §2 (part), 1976).

Chapter 2.24

LONGEVITY PLAN

Sections:

- 2.24.010 Longevity plan—Eligibility—Restrictions.
- 2.24.015 Longevity plan—Service recognition award.
- 2.24.020 Leave of absence for service in Armed Forces.

2.24.010 Longevity plan—Eligibility—Restrictions.

A. Effective January 1, 1979, those employees of the city of Yakima who are within the bargaining unit of the American Federation of State, County and Municipal Employees who are regularly and continuously employed full-time, and permanent seasonal employees, 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 day following the thirty-first day of December and the thirtieth day of June of each year; provided, that seasonal employees shall be paid any longevity pay to which they may be entitled upon the termination of any season worked.

Years Service	Longevity Compensation
At least 60 months and less than 120 months	\$20.00 per month
At least 120 months and less than 180 months	30.00 per month
At least 180 months and less than 240 months	40.00 per month
240 months or more	50.00 per month

B. Effective January 1, 2002, all management employees as defined in YMC 2.20.115* shall receive compensation, called longevity pay, in addition to their regular salary, according to the following schedule, to be paid on the first applicable day following the thirty-first

* "Management employees" defined in YMC 2.20.115 means all non-temporary employees listed in the "executive series" (YMC 2.20.100(B)), "management series" (YMC 2.20.100(B)), "executive support series" (YMC 2.20.100(B)), "public safety management series" (YMC 2.20.100(E)), and "union exempt civil service classes" (YMC 2.20.100(D)).

day of December and the thirtieth day of June of each year.

Years of Service	Percent of Base Pay
5	2.0
10	3.5
15	5.0
20	6.5
24	9.0

Effective January 1, 2003, all such management employees shall receive longevity pay, in addition to their regular salary, according to the following schedule, to be paid on the first applicable day following the thirty-first day of December and the thirtieth day of June of each year. Effective January 1, 2006, municipal judges shall not receive longevity pay.

Years of Service	Percent of Base Pay
5	2.5
10	4.0
15	5.5
20	7.0
24	10.0

Effective December 9, 2012 (or as individually negotiated between the city and prospective employees prior to the effective date of this amendment), newly hired employees of the management group shall not receive longevity pay.

C. Upon termination of employment of anyone entitled to longevity pay, except upon the seasonal termination of seasonal employees, 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.

D. No longevity pay shall be paid to any employee who is discharged from employment for disciplinary reasons, or who terminates his employment without giving at least two weeks' notice in writing of such termination.

E. 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. (Ord. 2012-41 § 1, 2012; Ord. 2005-85 § 2, 2005; Ord. 2001-63 § 1, 2001; Ord. 95-16 § 1, 1995; Ord. 94-83 § 5, 1994; Ord. 3403 § 5, 1991; Ord. 2384 § 1, 1980; Ord. 2275 § 2, 1979; Ord. 2265 § 3, 1979; Ord. 2153 § 4, 1978; Ord. 2051 § 2, 1977; Ord. 1910 § 1, 1976; Ord. 1474 § 2, 1972; Ord. 748, 1965; Ord. 583 § 2, 1964; Ord. 85 § 1, 1960).

2.24.015 Longevity plan—Service recognition award.

As each employee becomes entitled to the longevity pay provided by YMC 2.24.010, that employee shall receive longevity compensation, in addition to the regular salary and such longevity pay, to consist of a five-year incremental service recognition award in the form of a pin, pendant or similar item of jewelry as determined from time to time by the city manager; and one such recognition award shall be further made to each such employee for each five years of service as a city employee in excess of twenty years. (Ord. 2101 § 1, 1977).

2.24.020 Leave of absence for service in Armed Forces.

Leave of absence for service in the Armed Forces of the United States shall be regarded as continuous employment in determining eligibility for such compensation, but shall not entitle such person to receive said compensation for the leave period. (Ord. 85 § 2, 1960).

Chapter 2.36

RETIREMENT PLAN PARTICIPATION

Sections:
2.36.010 Public Employee Retirement System adopted—Membership.

2.36.010 Public Employee Retirement System adopted—Membership.

The city of Yakima, Washington, has and elects to participate in the Public Employees Retirement System as provided for by Chapter 41.40 of the Revised Code of Washington. All employees and officers of the city of Yakima shall be included in said system, except the members of the fire department and of the police department who are members of the police and fire pension system; provided, that no elective official shall be included unless such official so elects and files a written notice of such election with the board of trustees of the pension system and the city clerk. (Ord. 93-50 § 5, 1993; Ord. 322 § 1, 1962; Ord. B-858 § 1, 1948).

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Chapter 2.40

LEAVES OF ABSENCE

Sections:

2.40.010	Eligible employees.
2.40.020	Vacation leave.
2.40.030	Sick leave.
2.40.035	Bereavement leave.
2.40.040	Civil leave.
2.40.050	Military leave.
2.40.060	Leave without pay.
2.40.070	Unauthorized absences.
2.40.080	Holidays with pay.
2.40.090	Workweek.
2.40.100	Overtime pay.
2.40.110	Sick leave transfer (SLT).
2.40.120	Vacation buy-back program.

2.40.010 Eligible employees.

Commencing March 1, 1977, all employees of the city of Yakima shall be eligible for vacation pay, sick leave, civil leave, military leave and holiday pay as provided in this chapter, except as follows:

1. Temporary or emergency employees shall not be eligible for any leave or holiday privileges. Employees in permanent seasonal positions shall be eligible for all leave privileges except vacation leave.

2. Leave and holiday privileges for fire department personnel shall be governed by Chapter 2.22 of this code.

3. Police department employees and fire department employees eligible for benefits provided by the Law Enforcement Officers' and Firefighters' Retirement System, RCW Chapter 41.26, shall not be entitled to sick leave benefits conferred by this chapter; provided, such employees shall be accorded leaves of absence as provided by YMC 2.40.030(B)(4) and (B)(5). (Ord. 2051 § 3, 1977; Ord. 1938 § 1, 1976; Ord. 1468 § 1, 1972; Ord. 1451 § 1, 1972; Ord. 447 § 1, 1963; Ord. 69 § 1, 1960).

2.40.020 Vacation leave.**A. Rate of Accrual of Vacation Leave.**

(1) Effective January 1, 1979, each eligible employee within the bargaining unit of the American Federation of State, County and Municipal Employees shall earn vacation leave at the following rates:

a. Employees with one full year of service shall earn ten working days, five of which may be taken after six months of service;

b. Employees with two full years of service shall earn twelve working days;

c. Employees with five full years of service shall earn fifteen working days;

d. Employees with ten full years of service shall earn nineteen working days;

e. Employees with more than fifteen full years of service shall earn twenty-two days.

(2) Effective October 24, 1991, all management employees as defined in YMC 2.04.030(B), the chief of the fire department and the chief, captains and lieutenants of the police department shall be entitled to vacation leave at the following rates:

a. Employees with less than two years of service shall earn eight hours per full month of service (twelve days per year);

b. Employees with two years or more but less than six years of service shall earn nine and one-third hours per full month of service (fourteen days per year);

c. Employees with six years or more but less than ten years of service shall earn twelve hours per full month of service (eighteen days per year);

d. Employees with ten years or more but less than fifteen years of service shall earn fourteen hours per month of service (twenty-one days per year);

e. Employees with fifteen or more years of service shall earn sixteen hours per full month of service (twenty-four days per year).

(3) Effective January 1, 1979, police patrolmen and sergeants shall earn vacation leave at the following hourly rates for each full calendar month of service:

a. Employees with less than three years of service shall earn six and sixty-seven-hundredths hours;

b. Employees with three years or more but less than six years of service shall earn eight hours;

c. Employees with six or more but less than ten years of service shall earn nine and thirty-three-hundredths hours;

d. Employees with ten or more but less than fifteen years of service shall earn twelve hours;

e. Employees with more than fifteen years of service shall earn fourteen hours.

B. Accumulation of Vacation.

(1) An employee within the bargaining unit of the American Federation of State, County and Municipal Employees may accumulate vacation leave time in an amount equal to the vacation time the employee earns during two years of service, according to the accrual rate specified in subsection (A)(1) of this section.

(2) Subject to subsection (B)(3) of this section, an employee in the exempt classification, as specified in YMC 2.20.100, the chief and deputy chief of the fire department and the chief, captains and lieutenants of the police department may accumulate vacation leave time in an amount equal to the vacation time the employee earns during two years of service, according to the accrual rate specified in subsection (A)(2) of this section.

(3) Effective January 1, 1998, for the chief and deputy chief of the fire department, and the chief, captains, and lieutenants of the police department, at the end of each year any vacation leave accumulated in excess of the lim-

its specified in subsection (B)(2) of this section shall be paid to the respective employee at the rate of one hundred percent of the employee's base wage in effect as of December 31st of that year; provided, however, that the employee must use at least seventy-five percent of his/her vacation leave accrued during that year in order to qualify for the payment unless some or all of the employee's scheduled vacation leave use for that year is cancelled and cannot be rescheduled that year, and such prevents the employee from complying with the seventy-five percent vacation leave use requirement. At the end of each year all vacation leave accrued in excess of the limits specified in subsection (B)(2) of this section, but for which the employee does not qualify for payment, shall be transferred to the management extended sick leave pool established under YMC 2.40.110.

(4) All other employees covered by this chapter except those affected by subsections (B)(1) and (B)(2) of this section may accumulate vacation leave time not to exceed two hundred forty hours.

C. City Manager Discretion.

(1) The city manager shall have the discretion to adjust vacation accruals for all management employees as defined in YMC 2.04.030(B).

D. 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.

E. Terminal Leave.

(1) A permanent employee, when leaving the service of the city in good standing 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.

(2) 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.

(3) Any eligible employee who is discharged or resigns as a result of disciplinary action shall be entitled to be compensated for only that vacation leave which was earned in preceding calendar years and not used at time of separation. This provision also shall apply to employees who quit without giving the notice specified in subsection (E)(1) of this section.

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

F. Reporting. Vacation leave with pay shall be reported to the personnel department on forms and according to procedures as specified by the director of personnel. (Ord. 2013-036 § 1, 2013; Ord. 98-34 § 1, 1998; Ord. 3403 § 6, 1991; Ord. 2363 §§ 1, 2, 1980; Ord. 2265 § 4, 1979; Ord. 2153 § 5, 1978; Ord. 1901 § 1, 1976; Ord. 1900 § 1, 1976; Ord. 1745 § 6, 1975; Ord. 1614 § 6, 1974; Ord. 1474 § 3, 1972; Ord. 1408 § 1, 1972; Ord. 1402 § 1, 1972; Ord. 1317 § 1, 1971; Ord. 447 § 2, 1963; Ord. 69 § 1 (part), 1960).

2.40.030 Sick leave.

A. Accrual.

(1) Effective October 24, 1991, all employees except management employees as defined in subsection D of this section and except employees covered by the Washington State Law Enforcement Officers' and Firefighters' Retirement System shall accrue sick leave at the rate of one working day of leave for each full calendar month of the employee's service with the city. Unused sick leave may be accumulated for an unlimited maximum period.

(2) Upon initial employment, management employees as defined in subsection D of this section shall accrue sick leave at the rate of two working days of leave for each of the first six full calendar months of the employee's service with the city, and no sick leave shall accrue for any such employee for the seventh through the twelfth full calendar months of service. Thereafter, commencing with the thirteenth full calendar month of service, each employee shall accrue sick leave at the rate of one working day of leave for each full calendar month of service. Unused sick leave may be accumulated for an unlimited maximum period.

B. 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; any employee receiving sick leave with pay, who is eligible for time-loss payments under the workman's compensation law shall, for the duration of such payment, receive only that portion of the employee's regular salary which, together with said payments, will equal the employee's regular salary. In order not to work an undue hardship on the employee caused by the time lag involved in time-loss payments, the employee shall be paid full salary and on receipt of time-loss payments shall endorse such payments to the city. Said employee shall be charged with sick leave only for that portion of the employee's regular salary for which the city is not reimbursed by the workman's compensation payments endorsed to the city;

4. Subject to and in accordance with YMC 2.40.035, the death of a member of the immediate family of an employee or employee's spouse;

5. Illness and disability caused or contributed to by pregnancy, miscarriage, abortion, or childbirth;

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

7. Leave taken pursuant to and in accordance with the Family and Medical Leave Act of 1993 and the FMLA policy of the city of Yakima;

8. 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 loco parentis 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;

9. 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 loco parentis to an employee when the employee was a child.

C. Requirements for All Paid Sick Leave.

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

(2) An employee must keep his department head informed of his condition if absence is of more than three working days in duration.

(3) For each absence an employee must submit upon the approved form an explanation of the reason for such absence. A statement by the attending physician may be required if an absence caused by illness or injury extends beyond three 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.

D. Enforcement of Sick Leave Provisions.

(1) Any failure to comply with the provisions of subsection C of this section 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 his 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 department. The director of personnel 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 director of personnel 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 wilful misrepresentation in a request for sick leave pay.

E. Sick Leave Exchange. All management employees as defined by YMC 2.20.115 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. Except as otherwise provided in subsection (E)(3) of this section, exchange of accrued sick leave for cash will be granted for those employees with less than ninety days (seven hundred twenty hours) of accrued sick leave in accordance with the following:

a. Effective January 1, 2002, upon retirement the employee's accrued sick leave will be exchanged for pay at the rate of fifty percent of the employee's current base pay to a maximum of eighteen thousand seven hundred and fifty dollars.

b. Effective January 1, 2002, upon termination under honorable conditions, as distinct from retirement, the employee's accrued sick leave will be exchanged for pay at the rate of twenty-five percent of the employee's current base pay to a maximum of eighteen thousand seven hundred and fifty dollars. Honorable termination includes layoff for budget reasons, resignation with proper notice, and position abolition.

2. Except as otherwise provided in subsection (E)(3) of this section, exchange of accrued sick leave for additional leave days or for cash will be granted to employees who have accrued ninety days (seven hundred twenty hours) or more days subject to the following provisions:

a. Effective January 1, 2002, upon retirement, the employee's accrued sick leave up through a maximum of one hundred twenty-five days (one thousand hours) will be exchanged for pay at the rate of one hundred percent of the employee's current base pay to a maximum of thirty-seven thousand five hundred dollars.

b. Effective January 1, 2002, upon termination under honorable conditions, as defined in subsection (E)(1)(b) of this section, as distinct from retirement, the employee's accrued sick leave up to a maximum of one hundred twenty-five days (one thousand hours) will be exchanged for pay at the rate of fifty percent of the

employee's current base pay to a maximum of eighteen thousand seven hundred and fifty dollars.

c. Employees who have accrued more than ninety days (seven hundred twenty hours) of sick leave may exchange such sick leave for bonus (additional) leave days at the rate of four days of sick leave for each additional leave day, not to exceed a total of five added leave days annually, utilization of which would be subject to the scheduling and approval by the department head.

3. Effective January 1, 2002, upon the death of an employee, the employee's accrued sick leave up through a maximum of one hundred twenty-five days (one thousand hours) will be exchanged for pay at the rate of one hundred percent of the employee's current base pay to a maximum of thirty-seven thousand five hundred dollars.

4. In December of each year, any accruals beyond the one-hundred-twenty-day limitation applicable to fire department employees not covered by the Washington State Law Enforcement Officers and Firefighter's Retirement System will be automatically exchanged based upon the formula of eight hours' pay for each thirty-two hours accrued or a percentage thereof for smaller accruals. Such pay will appear on the employee's final paycheck for the year.

5. Sick Leave Exchange Procedure. Any management employee may exchange accrued sick leave as provided in subsection (E)(1), (E)(2) or (E)(3) of this section 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. All requests shall be in writing and shall be signed by the employee making the request, or the legal representative of the estate of the employee in the event of the death of the employee.

b. Requests will be accepted only during the first five working days of each month with exchanged leave to be available within fifteen 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 death, termination, layoff or disability retirement.

c. No request will be granted for less than eight hours' pay or a minimum of three days' leave.

d. No exchange will be granted to an employee who has been terminated for cause, as defined by civil service. (Ord. 2005-30 § 1, 2005; Ord. 2003-78 § 1, 2003; Ord. 2001-64 § 1, 2001; Ord. 2000-29 § 1, 2000; Ord. 3403 § 7, 1991; Ord. 3077 § 1, 1988; Ord. 2153 §§ 6, 7, 1978; Ord. 1828 § 1, 1975; Ord. 1614 § 7, 1974; Ord. 1381 § 1, 1972; Ord. 854 § 4, 1966; Ord. 447 § 3, 1963; Ord. 69 § 1 (part), 1960).

2.40.035 Bereavement leave.

In the event of the death of a member of the immediate family of a management employee or his/her spouse, the employee shall be granted up to three days of bereavement

leave without loss of pay per calendar year. For purposes of this section, "immediate family" means husband, wife, parent, grandparent, child, grandchild, brother, or sister of the employee or his/her spouse. No leave of absence in excess of three days for a family death shall be taken by an employee unless additional leave is recommended by the employee's department head and approved by the appointing authority. Approved leave in excess of three days for the death of a family member shall be debited against the employee's accrued sick leave, annual leave, compensatory time and/or other accrued leave. (Ord. 2001-64 § 2, 2001).

2.40.040 Civil leave.

(a) Any necessary leave shall be allowed by the head of the department to permit any employee to serve as a member of a jury, or to exercise his other civil duties. Each employee who is granted such leave, and who, for the performance of the civil duties involved, received only compensation, shall be paid by the city for the time he is absent only in the amount of excess of his regular salary over the compensation so received.

(b) Payment for civil leave shall be in accordance with the procedure set out in subsection (B)(3) of YMC 2.40.030. (Ord. 619 § 1, 1965; Ord. 447 § 4, 1963; Ord. 69 § 1 (part), 1960).

2.40.050 Military leave.

Leave not to exceed fifteen 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. The term "days" as used in this section means calendar days. No calendar days shall be charged against the fifteen-day military leave period for nonwork days before the beginning or after the end of any active military leave period. (Ord. 1911 § 1, 1976; Ord. 69 § 1 (part), 1960).

2.40.060 Leave without pay.

A. All leave without pay must be requested and approved by the department head prior to the beginning date of such leave.

B. Leave without pay for more than fifteen working days must be approved in advance by the appointing authority.

C. Leave without pay may be granted to an employee who has accrued vacation recorded. This section shall not be construed as forbidding the use of leave without pay as a disciplinary measure. (Ord. 182 § 2, 1975; Ord. 1745 § 7, 1975; Ord. 1614 § 8, 1974; Ord. 447 § 5, 1963; Ord. 69 § 1 (part), 1960).

2.40.070 Unauthorized absences.

Unauthorized absences from duty for three consecutive days shall constitute grounds for discharge at the discretion of the city manager subject to civil service rules and regulations. (Ord. 447 § 6, 1963; Ord. 69 § 1 (part), 1960).

2.40.080 Holidays with pay.

A. The following days are established as holidays with pay for all eligible employees of the city of Yakima: the first day of January (New Year's Day), the third Monday of January (Martin Luther King, Jr. Day), third Monday of February (President's Day), the last Monday of May (Memorial Day), fourth day of July (Independence Day), first Monday of September (Labor Day), eleventh day of November (Veterans' Day), fourth Thursday of November (Thanksgiving Day), the day immediately following Thanksgiving Day, and the twenty-fifth day of December (Christmas).

B. In addition to the days specified in subsection A of this section, all eligible employees shall be entitled to one paid personal holiday to be selected by the employee subject to the following conditions:

1. The employee has been or is scheduled to be continuously employed for the city for more than six months;

2. The employee has given not less than fourteen calendar days of written notice to the appointing authority; provided, however, the employee and the appointing authority may agree on an earlier date;

3. The appointing authority has approved the day;

4. The day selected does not prevent a department from providing continued public service and does not interfere with the efficient operation of the department;

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

6. The personal holiday is not taken off immediately before or immediately after another holiday unless approved by the appointing authority.

C. Except as provided by subsections I and J of this section, whenever any holiday specified in subsection A of this section falls on a Saturday, the preceding Friday shall be scheduled as a holiday for part of the employees of each city department, and the remaining employees of each department shall be granted another day off within thirty days after any such holiday, with such day off to be scheduled for each employee entitled thereto at a time determined at the discretion of the department manager to be practical so as not to interfere with service to the public, but so as to give the employee the choice of the day preferred if possible.

D. Except as provided by subsections I and J of this section, whenever any holiday specified in subsection A of this section falls on a Sunday, the succeeding Monday shall be scheduled as a holiday; provided that if a service

must be provided for the convenience or necessity of the public on that Monday, the department providing such service may assign an appropriate number of employees to work and such employees will be granted an equivalent day off within thirty days of the holiday with such day off to be scheduled for each employee entitled thereto at a time determined by the department head but giving the employee the choice of the day preferred if possible.

E. Employees shall receive one day's holiday pay at the straight time rate for each holiday specified in subsection A of this section on which those employees perform no work; if the employee performs work on a holiday, that employee shall receive holiday pay plus overtime pay for all hours worked, except for employees covered by subsections I and J of this section. The holiday shall be included as "time worked" at straight time for the purpose of determining whether an employee has worked forty hours in a week.

F. When employees below the level of division head other than those working on jobs where employees are scheduled to work in shifts in a service that is rendered seven days per week and twenty-four hours per day are required to work on a holiday, they shall be paid for such

work at the rate of time and one-half in addition to their regular pay.

G. In the event that a holiday occurs during a period of annual leave of an employee, such holiday shall not be charged as a day of leave.

H. No employee shall be paid for a holiday unless such employee is in a pay status both the workday before and the workday after such holiday except for employees working special schedules wherein holidays are worked as a part of that schedule.

I. In the fire department, holiday leave shall be governed by YMC 2.22.080.

J. In the police department, an employee shall be granted time off in lieu of holidays in an amount equal to the actual number of holidays enjoyed by other employees during the calendar year. The amount of time off in lieu of holidays to be granted during each year shall be computed each January and scheduled to be taken during the calendar year. The amount of time off in lieu of holidays to be granted an employee who is employed for a partial calendar year shall be prorated for the period of the calendar year during which that individual is employed and a deduction shall be taken from the salary of any employee who ceases employment and who has taken time off in lieu of holidays in excess of the pro rata amount to be granted the employee by the provisions of this section. Any time off in lieu of holidays not taken by December 31st of each year shall be forfeited unless the city manager extends the time within which such time off may be taken because of an emergency or other unusual circumstances.

K. In the event that a holiday falls on an employee's regular day off, the employee shall have equal time off to be scheduled within ninety days. (Ord. 2002-23 § 1, 2002; Ord. 2178 § 1, 1978; Ord. 2062 §§ 1, 2, 1977; Ord. 2041 § 1, 1977; Ord. 1967 § 1, 1976; Ord. 1848 §§ 1, 2, 1975; Ord. 1203 §§ 2, 3, 1970; Ord. 1081, 1968; Ord. 447 § 7, 1963; Ord. 69 § 1, 1960).

2.40.090 Workweek.

A. Workweek Provisions. With the exception of the fire and police departments, and transit division and other jobs which require special consideration by mutual agreement between the employees and the appointing authority, the following provisions shall govern the workweek, and workday and work shifts of employees within the bargaining unit of the American Federation of State, County and Municipal Employees:

1. Workweek. The workweek shall consist of five consecutive eight-hour days with two consecutive days off, or four consecutive ten-hour days with three consecutive days off.

2. Workday. Eight or ten consecutive hours of work within a twenty-four-hour period shall constitute a workday, and the regular hours of work each day shall be con-

secutive except that they may be interrupted by a lunch period which shall not be less than thirty minutes.

3. Work Shift. Eight or ten consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

B. Workweek—Transit Operators. The workweek for transit operators shall consist of forty hours per calendar week. A workday may be either consecutive hours or a split shift, with assignment to shifts and routes to be made on the basis of requests by transit drivers according to their seniority.

C. Commencing July 1, 1971, the basic workweek for employees of the police department shall be forty hours and the standard workday shall be eight hours; provided, the chief of the police department may, at any time and at his discretion, with the approval of the city manager, schedule duty shifts or workdays so that certain employees designated by the chief will work ten hours a day, four days a week. (Ord. 2265 §§ 5, 6, 1979; Ord. 1317 §§ 2, 3, 1971; Ord. 1203 § 4, 1970; Ord. 980 § 3, 1967; Ord. 854 § 5, 1966; Ord. 836 § 1, 1966; Ord. 447 § 8, 1963; Ord. 69 § 1 (part), 1960).

2.40.100 Overtime pay.

A. Overtime payment will be allowed for an employee below the rank of division head and police captain when ordered to work at the rate of time and one-half except as follows:

1. Commencing January 1, 1980, when police officers or sergeants are required to appear in court during their off duty hours, they shall be paid at a straight time rate for such time. A minimum of three hours per day for court appearance shall be allowed, if such court appearance occurs on a day which the officer is scheduled to work, but occurs outside of his regularly-scheduled working hours. A minimum of four hours per day for court appearance shall be allowed if such court appearance occurs on a day on which the officer is not scheduled to work. The officers shall have the option to take time off, at a straight time rate, in lieu of payment, and to accumulate such time off to a maximum of twenty-four hours for any one officer.

2. Overtime payment may be allowed for division heads and police captains at the rate of time and one-half when required to work because of an emergency or unusual circumstances if approved by the city manager.

3. Department directors, when required to work overtime in a non-supervisory capacity because of an emergency determined by the city manager, may be paid overtime at a straight time rate; provided, commencing May 18, 1980, department directors, when required to work in excess of forty hours during any work week in a supervisory capacity because of an emergency or unusual

circumstance approved by the city manager, shall be paid at the rate of time and one-half for such overtime work.

4. Compensating time off in lieu of overtime pay, as based on the rates provided by this subsection, may be taken at a time agreed upon by the department head and the employee, but may not be imposed by the department head in lieu of overtime pay upon any employee who has not so requested such compensating time off. Compensatory time off may be accumulated to a maximum of five working days unless the city manager approves additional accrual because of an emergency or other unusual circumstance; provided, however, an employee, who as of February 8, 1979, has accumulated compensatory time in excess of five days, may retain and use that accumulated compensatory time.

B. Overtime pay for employees, other than fire department personnel, who are paid at a monthly rate shall be computed by dividing the basic monthly salary by one hundred seventy-three and thirty-three one-hundredths and multiplying by a factor of 1.5.

C. Fractions of an hour served on overtime duty shall be rounded to the next full hour for the purpose of computing the amount of overtime.

D. Time spent by an employee beyond the normal working day for training classes or travel shall not be considered overtime work.

E. A minimum of two hours pay at the time and one-half rate will be paid to an employee who is called to return to work after leaving the worksite at the completion of the shift, or called to work on a day off. Such call-out time shall be counted from the time the employee leaves home and until the employee returns home.

F. Vacation leave, sick leave and compensatory time used (and holidays as provided in YMC 2.40.080(E)) shall be included as "time worked" at straight time for the purpose of determining whether an employee has worked forty hours in a week. Civil leave, military leave and leave without pay shall not be included as "time worked." (Ord. 2709 § 1, 1983; Ord. 2421 § 1, 1980; Ord. 2400 § 1, 1980; Ord. 2265 § 7, 1979; Ord. 2014 § 2, 1976; Ord. 1923 § 1, 1976; Ord. 1614 § 9, 1974; Ord. 1203 § 5, 1970; Ord. 1129 § 1, 1969; Ord. 854 § 6, 1966; Ord. 613 § 2, 1965; Ord. 44.7 § 9, 1963; Ord. 69 § 1 (part), 1960).

2.40.110 Sick leave transfer (SLT).

A. The city of Yakima allows eligible management, AFSCME and unrepresented employees to transfer paid sick leave to other eligible employees who have exhausted all other accrued paid leave and stand to lose compensation because either they, or their immediate family member(s), have suffered a catastrophic illness or injury.

B. This chapter applies to city of Yakima donor employees in full-time status, who have worked at least one year, in good standing with no pending disciplinary actions or history of chronic absenteeism. Recipient

employees shall qualify for leave up to twelve weeks if they, or a qualifying household or family member, suffer from a catastrophic illness or injury and all of the recipient's accrued leave is exhausted.

C. Definitions.

1. "Immediate family member" is defined as those individuals who live in the same household as the employee and are related by kinship, adoption, domestic partnership or marriage; or are foster children certified by the state of Washington. If not in the same household, an immediate family member is strictly limited to the employee's spouse, child or parent.

2. "Licensed practitioner" includes a licensed physician, nurse practitioner, or other licensed health care professional.

3. A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or member of the employee's immediate family that requires treatment by a licensed practitioner for a prolonged period and that forces the employee to exhaust all leave time earned and therefore results in loss of compensation.

4. A severe condition or combination of conditions is one that will result in death if not treated promptly; requires hospitalization for more than seventy-two consecutive hours; or causes a person to be legally declared a danger to him or herself or others. For purposes of this chapter, pregnancy and elective surgery are not considered severe conditions, except when life-threatening complications arise from them.

D. Process for Requesting Leave Transfer.

1. An employee is eligible to request use of SLT hours for their documented personal serious medical condition.

2. SLT hours shall not be used until all personal sick, annual, compensatory and in-lieu time has been exhausted.

3. A request to use SLT hours requires submission to the human resources manager, with accompanying medical documentation, by the fifteenth of the month. It will be forwarded to the city manager for final approval. The medical documentation must include an estimate of the amount of time needed and expected date of return from the accident, illness or injury for which the sick leave is being requested. If the medical documentation does not provide a specific date of return to work, follow-up documentation must be furnished every thirty days.

4. SLT may be requested and granted in increments of no more than ninety calendar days per request, up to the maximum allowed. If the duration of the event exceeds ninety calendar days, the employee will be required to submit another request for SLT.

5. If the request is approved, the human resources office will immediately route a copy to the payroll office

for processing and notification to the employee and supervisor that the request has been approved.

6. The human resources manager will coordinate distribution of an email communication soliciting voluntary leave hour donations on behalf of the employee.

7. Requests cannot be retroactively used unless documentation is provided regarding conditions warranting delay in receipt of their request.

E. Conditions for Donating Leave.

1. Employees who wish to donate leave to another employee must have a minimum balance of eighty hours of annual leave and/or three hundred eighty-eight hours of sick leave remaining following the transfer of leave hours. The transfer of compensatory time or in-lieu time does not require a minimum balance remain.

2. The minimum amount for each transfer is eight hours except an employee may donate all or part of their personal holiday.

3. A donation form, available in human resources, must be completed and submitted to the payroll office by the twenty-fifth of the month. (The funding of the donation will come from the donor employee's division budget. The division budget of the recipient will receive the funds.)

4. Once the sick leave transfer has been approved and processed by finance, it cannot be canceled.

5. The hours transferred to recipient employees by the employee's spouse, either of their parents, grandparents, brothers, sisters, children or grandchildren will be processed prior to those received from other employees.

6. Leave hours may be transferred from an employee's leave balance to an employee approved to use donated leave hours at any time prior to the effective date of retirement or termination from the city. The donation cannot consist of excess leave that the donor would not be able to take during the period between the date of the request and the donor's anniversary date.

F. SLT Usage.

1. SLT hours may be used consecutively or intermittently, up to the total number of hours available in the month. If hours in excess of the number needed for a full paycheck are received they will be held and used monthly, up to ninety days, if needed.

2. Receiving employees must provide notice to their department head and the human resources manager if there is any change in the circumstances for which the leave is being taken or if additional leave is needed beyond the period covered in the original request.

3. Receiving employees may not use more than twelve weeks (four hundred eighty hours) of transferred leave per catastrophic event.

4. A participating employee must not be receiving state-funded disability benefits intended to replace all or a portion of the employee's income. This applies to employ-

ees on workers' compensation or other city- or state-funded disability income insurance.

5. An employee or supervisor who attempts to coerce or pressure another employee to transfer or not transfer leave will be subject to disciplinary action. The selling or purchasing of leave is also strictly prohibited.

G. Coordination with Other Leave and Benefits.

1. Annual leave and sick leave accruals will not be earned if fifty percent or more of the hours of the month's compensation are from transferred leave.

2. Pursuant to WAC 415-108-468, transferred leave hours are not eligible for Department of Retirement Systems (DRS) service credits.

H. When the employee is absent from work because of a catastrophic illness or injury, the employee's department head shall require that, prior to the employee's return to work, the employee submit a licensed practitioner's written statement that the employee was required to be absent from duty because of the condition and the date that the employee is able to return to work. The statement must also specify what limitations, if any, exist to the employee's ability to perform his or her essential job functions. If limitations exist, the supervisor shall contact the human resources manager.

I. The city manager is the administrator of the SLT program, but may delegate approval authority as he or she deems necessary. (Ord. 2012-20 § 2, 2012).

2.40.120 Vacation buy-back program.

A. Purpose. The city of Yakima's annual vacation buy-back program is provided as an optional benefit for nonrepresented employees who elect to convert accrued vacation time into an annualized cash value. The goal of the program is to improve attendance, increase benefit flexibility, create uniformity with existing programs of represented employees, and limit accrued financial liabilities.

B. Applicability. This section is applicable to non-represented full and part time employees of the city of Yakima who elect to sell back their accrued vacation hours to the city.

C. Eligibility Criteria.

(1) Regular full-time and part-time employees may sell back up to one-third of their annual vacation accrued leave.

(2) Vacation hours eligible for buy-back are those hours earned up to the one-third maximum, accrued within the preceding twelve-month period.

(3) No more than one request may be made per calendar year.

D. Procedure.

(1) Employee Responsibility. The employee shall request a vacation buy-back form from finance, indicate their requested hours, and submit the form through their supervisor back to finance.

(2) Finance Department Responsibility. The finance department will generate a customized leave accrual form, complete the form, and route back to the employee through the employee's supervisor. Finance will process for inclusion in next pay cycle. (Ord. 2013-032 § 1, 2013).

Chapter 2.44

LOBBYING BY CITY PERSONNEL

Sections:

- 2.44.010 Declaration of necessity.
 2.44.020 Authorizing employment of representative.
 2.44.030 Permitted activities of representative.
 2.44.040 Payment for services of representative.
 2.44.050 Prohibited expenditures.
 2.44.060 Ethical practices and conduct.

2.44.010 Declaration of necessity.

It is determined by the city council of the city of Yakima that the study and collection of information, data and opinions on the administrative and enforcement efficiency and costs attendant therewith and the societal effects of proposed, pending or enacted legislation is necessary for legislative planning or revision, and that a prompt, informative response to inquiries from legislators and public administrators, and attendance at legislative committee hearings, relating to the effect of legislation on municipal finances, services and authority, is necessary and helpful to the legislator in the enlightened performance of the legislative function and serves the best interests of the citizens and the public, and is declared to be a municipal purpose. (Ord. 1948 § 1 (part), 1976).

2.44.020 Authorizing employment of representative.

The city manager of the city of Yakima is authorized to designate city employees or representatives to collect, accumulate and analyze information concerning the effect of enacted legislation or the anticipated effect of proposed or pending legislation; to consult with employees or representatives of other municipalities or counties and associations thereof; to respond and provide data and information and give testimony to state legislators, legislative committees, state administrative officers, or other municipalities investigating the city's experience or anticipated costs, benefits or problems from such enacted or proposed legislation. (Ord. 1948 § 1 (part), 1976).

2.44.030 Permitted activities of representative.

In all matters in which an official, staff employee or other representative appears on behalf of the city, such representative shall observe, carry out or support the known relevant policies of the city council and shall consult the city manager or the city council for advice and guidance when required. All such informational activity shall be conducted with prudence and good judgment

and within all legal regulation of such activity. Such representative shall not have any authority to make any statements, commitments or promises binding upon the city, but may speak to influence the passage, debt or amendment of legislation affecting the city in accordance with the policy or position approved by the city council. (Ord. 1948 § 1 (part), 1976).

2.44.040 Payment for services of representative.

While engaged in such informational, educational and testimonial activity, a city employee shall continue to receive his or her current salary as a city employee. No additional compensation shall be paid or accrue to an elected official during his or her term of office with the city for such research, informational or lobbying services to this city. An employee or official shall receive reimbursement for the reasonable costs of travel, lodging, and personal meals reasonably incurred in the course of such service, in accordance with the city's regular policies and rates as to such reimbursement. (Ord. 1948 § 1 (part), 1976).

2.44.050 Prohibited expenditures.

No expenditures from city funds for the hosting, entertainment or campaign assistance of any legislator or state officer shall be authorized, expended or reimbursed. (Ord. 1948 § 1 (part), 1976).

2.44.060 Ethical practices and conduct.

The city's employee or representative in such informational or lobbying activities shall comply fully with all state regulations relating to ethical practices and conduct, and comply with all regulations relating to the reporting of expenditures in connection therewith. (Ord. 1948 § 1 (part), 1976).

Chapter 2.45

PERSONNEL EXAMINATION FEE

Sections:

**2.45.010 Fee imposed—Collection—
Exemptions.**

**2.45.010 Fee imposed—Collection—
Exemptions.**

A. Fee Imposed. There is imposed a nonrefundable fee payable by every person who applies to take any examination, other than a promotional examination, for any position with the city which falls within any of the city's civil service systems. The fee shall amount to the pro rata cost, determined by the personnel office, which the city pays a source other than city employees and agents for preparing, supplying and grading the examination.

B. Collection. Except as provided in subsection C of this section, the fee shall be paid to the personnel office at the time application is made to take any such examination; and any applicant who fails or refuses to pay the fee shall be ineligible to take the examination.

C. Exemption. Any applicant found by the personnel officer to be unemployed at the time of making application for the examination shall be exempt from paying the fee imposed by this chapter. (Ord. 2969 § 1, 1986; Ord. 2500 § 1, 1981).