

RESOLUTION NO. R-2019-102

A RESOLUTION authorizing a collective bargaining agreement with the Yakima Police Corrections Sergeants (Teamsters Local 760) for January 1, 2020 - December 31, 2023

WHEREAS, pursuant to Washington State law, the City and Teamsters Local 760 have engaged in negotiations resulting in the attached collective bargaining agreement for Police Corrections Sergeants for January 1, 2020 - December 31, 2021; and

WHEREAS, the Teamsters Local 760 and City of Yakima negotiated in good faith to reach the proposed collective bargaining agreement, and

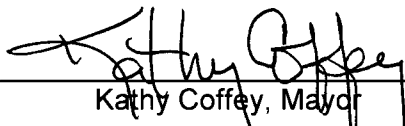
WHEREAS, the bargaining unit has voted on and approved the attached proposed collective bargaining agreement for January 1, 2020 - December 31, 2023, and

WHEREAS, the City Council has determined that it is in the best interest of the City of Yakima to agree to the terms and conditions of the attached collective bargaining agreement for January 1, 2020 - December 31, 2023, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

The City Manager of the City of Yakima is hereby authorized and directed to execute the attached and incorporated collective bargaining agreement between the City of Yakima and the Yakima Police Corrections Sergeants for January 1, 2020 - December 31, 2023. The City Manager is also hereby authorized to and, without a further resolution, execute amendments to the collective bargaining agreement which may be necessary or appropriate to clarify its terms and conditions, maintain compliance the law, and/or make other minor adjustments

ADOPTED BY THE CITY COUNCIL this 19th day of November, 2019



Kathy Coffey, Mayor

ATTEST



Sonya Claar Ree, City Clerk



Teamsters Local Union 760
Agreement For
City of Yakima Police Corrections Sergeants
January 1, 2020 – December 31, 2023

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PREAMBLE

This Agreement is made and entered into pursuant to the provisions of RCW Chapter 41 56 by and between the City of Yakima hereinafter known as the "Employer" and the Yakima Police Corrections Sergeants Unit represented by Teamsters Local #760, hereinafter known as the "Union" for the purpose of setting forth the wages, hours, and other terms and conditions of employment which shall be in effect during the term of this Agreement for employees included in the bargaining unit described in Article 1 below.

ARTICLE 1 – RECOGNITION

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

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

- 2.1** 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.
- 2.1.1** 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 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.
- 2.3.1** An employee may revoke his or her authorization for payroll deduction of payments to the Union by written notice to the Employer. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the Employer’s receipt of the employee’s written notice.
- 2.4** 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.
- 2.5** 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 – RIGHTS OF PARTIES

- 3.1** Employer Rights:
Any and all rights concerned with the management of Yakima Police Department Corrections, are exclusively that of the Employer unless otherwise provided by

the terms of this Agreement or the Charter Civil Service Rules and Regulations. Furthermore, the City reserves all customary management prerogatives including, but not limited to, the right to:

- A) Adopt rules for the operation of the Division and conduct of the employees covered by this Agreement;
- B) Establish, plan for, and direct the work force toward the organizational goals of the division;
- 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 Corrections Division 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, which shall be defined as compliance with the due process procedures outlined in this Agreement, as provided by the Department Rules and the Regulations of the Charter Civil Service Commission and in conformity with this Agreement;
- H) Determine the methods, means, equipment, material, numbers and kinds of personnel and the job or position content necessary to accomplish departmental operations and maintain the efficiency thereof;
- I) Assign work to and schedule employee's in accordance with Civil Service classifications and position descriptions and in conformity with this Agreement;
- J) Relieve any employee from duty due to a lack of work or insufficient funds as provided by in the 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 above management rights are not to be interpreted as being all inclusive, but merely indicate the type of rights which inherently belong to the City. It is understood that any of the rights, power and authority the City had prior to the signing of this Agreement are retained by the City. The Employer acknowledges that changes impacting the working conditions of employees covered by this Agreement may be subject to bargaining as defined by RCW 41.56.

3.3 Employee Rights:

3.3.1 In the event an employee is subject to any legal action arising out of any actions taken or not taken by the employee in the performance of their duties, he/she has the right to request representation and indemnification through his/her agency in accordance with City policy.

3.3.2 Employees may engage in off-duty employment provided that the employee has submitted a written request to the Police Chief and approval has been granted prior to engaging in such employment. Approval will be granted if the employment does not:

- A. Utilize Employer resources;
- B. Create undue financial obligations for the Employer;
- C. Interfere with proper performance of assigned duties; or
- D. Create a conflict of interest.

3.3.3 The Employer retains all of the Employer's rights to correct or discipline an employee for off-duty conduct which has a nexus to their employment. Employees shall report all arrests, criminal citations, and any court-imposed sanctions or conditions that may affect their fitness for duty to the Police Chief or designee within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

3.3.4 Employees will not be required to unwillingly submit to a polygraph test; provided, however, this provision does not apply to the initial application for employment and does not preclude a voluntary polygraph.

3.3.5 Any employee within the bargaining unit who may feel aggrieved, may seek remedy by the grievance procedure provided in this Agreement except as otherwise provided in said Agreement.

3.3.6 Employees shall comply with all rules not in conflict with the expressed terms of this Agreement, provided that the rules are in writing and reasonable notice be given of the existence of said rules and that the rules are uniformly applied and enforced.

3.4 Any employee who becomes the subject of an internal investigation shall be notified in writing within seventy-two (72) hours after the Department assigns an internal investigation number unless notification may prejudice the integrity of the investigation. Any employee shall be advised at least twenty-four (24) hours prior to the time of an investigative interview, unless the exigency of the situation justifies less notice, for the following:

- A. Committing a criminal offense; and/or,

- B. Misconduct that could be grounds for discipline including termination or discharge, demotion, suspension without pay, or written reprimand.

Such notification shall be in sufficient detail to reasonably apprise him/her of the matter.

- 3.5** In administrative matters relating to job performance, the following shall apply:
- A. Interviewing shall be completed within a reasonable time and in a reasonable manner unless the exigency of the interview dictates otherwise;
 - B. Any employee who becomes the subject of an internal investigation may have legal or Union representation present during all interviews. This representation is confined to counseling and not active participation during interviews and/or meetings;
 - C. Investigative interviews may be recorded by video or audio at the discretion of the Employer. Upon request, the employee under investigation shall be provided an exact copy of any written statement he/she has submitted and signed.

- 3.6** Where there is probable cause to believe that an employee unfit to perform his/her duties, the Employer may require the employee to undergo a fitness for duty examination in accordance with current standards established by the Washington Association of Sheriffs and Police Chiefs, the International Association of Chiefs of Police, the Americans With Disabilities Act and other applicable laws.

ARTICLE 4 – WAGES AND BENEFITS

- 4.1** Wages:
- 1/1/2020 2.5% of base pay increase
 - 1/1/2021 2.5% of base pay increase
 - 1/1/2022 2.5% of base pay increase
 - 1/1/2023 2.5% of base pay increase

The top step Corrections Sergeant monthly wage will be established at a minimum of 15% above the top step Corrections Officer monthly wage.

- 4.2** Deferred Compensation.
Each bargaining unit member shall be paid, in addition to that employee's monthly salary, deferred compensation each month in an amount equal to 3.0% of said monthly salary.

- 4.3** Life Insurance:
The City shall pay in full the premium for a group life insurance policy with a maximum benefit of one hundred fifty thousand dollars (\$150,000.00) up to the date of retirement or separation from service. Life Insurance benefits will be paid in accordance with the conditions of the group policy.

- 4.4** Shift Differential:
Employees will receive 5% shift differential for all hours worked between 6:00 PM

and 6:00 AM weekdays and anytime on Saturday or Sunday.

4.5 Call Back Pay:

Employees who are called back to work, and the call back is not in conjunction with 2 hours prior or after their regular shift, shall be paid a minimum of two (2) hours pay at the rate of time and one-half (1 ½). If call back is within two (2) hours, it will be a continuation of the shift.

4.6 Standby Pay:

Compensation for assigned standby time is: \$4.00

Yakima City Corrections Sergeants shall maintain responsibility of performing standby duties at the Yakima City Jail throughout the term of this contract. The determination of the need for standby time is the responsibility of Management. Corrections Sergeants, when on standby time, are required to maintain the same required physical and mental capacity that is required during regular scheduled work hours and are to be reachable if called. The parties agree to reopen this Section in the event the Chief of Police wishes to implement a different organizational structure.

4.7 Footwear Allowance.

The city will provide an annual one-hundred and fifty-dollar (\$150.00) payment for the purchase or repair of approved footwear.

4.8 Bilingual/Biliterate Compensation:

- Employees who have Spanish bilingual capacity shall receive 3% of their base pay per month for their work in that capacity.
- Employees who have Spanish biliterate capacity shall receive 2% of their base pay per month for their work in that capacity.

Bilingual/Biliterate compensation is subject to prior written approval from their respective Department Head and subject to achieving a passing score on the bilingual and/or biliterate skills examination conducted under the Charter Civil Service Rules and Regulations and administered by the Civil Service Chief Examiner. The Chief Examiner may waive this testing requirement if the employee can demonstrate to the satisfaction of the Chief Examiner, through documentation (i.e. court interpreter certification from the State of Washington) that the employee has sufficient bilingual skills in the Spanish language. Once certified and compensated for the bilingual special pay the employee can only stop providing the service if the Department Head determines the skill is no longer needed

4.9 Firearm Purchase:

The employee will enter into a personal agreement with the City to repay the cost of the AR-15 firearm, interest free, in twenty-four (24) payroll deductions. If the employee leaves employment prior to twenty-four (24) months the balance of the cost will be deducted from the final paycheck. Employees may have only one (1) personal agreement at a time.

4.10 Longevity:

Corrections Sergeants of the City of Yakima who are regularly and continuously

employed full time, and who have completed periods of service as hereinafter set forth, shall receive compensation, called longevity pay, in addition to their regular salary, according to the following schedule, to be paid on the first applicable pay day following the 31st day of December and the 30th day of June of each year:

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

4.11 Longevity Payment at Termination:

4.11.1 Upon termination of employment of anyone entitled to longevity pay, such person shall receive a longevity payment, according to the above schedule, for the number of months of eligibility served by such employee from the date on which the previous longevity payment was made. Such payment shall not be made for fractions of a month, and 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 is to be made.

4.11.2 No longevity pay shall be made to any employee who is terminated/discharged from employment for disciplinary reasons.

4.12 Education Incentive Pay:

Corrections Sergeants are eligible to receive either an educational incentive or tuition reimbursement. If at any time the employee has participated in a tuition reimbursement program paid by the City, they are not eligible to receive the educational incentive. Alternatively, if an employee has received education incentive, they are not eligible to receive tuition reimbursement. This section is intended for an employee to take advantage of only one education benefit.

Educational Incentive:

Eligible Corrections Sergeants shall be paid a monthly education incentive payment based on the following schedule:

BA Degree:	3.0% of their current base pay for that month
MA Degree:	4.0% of their current base pay for that month

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

Tuition Reimbursement:

In consideration for the City’s encouragement of formal education for its supervisors and/or managers, the City will reimburse members for accredited college and university courses in a related to a field of study in a degree program for bachelor’s degree or higher. The institutions of higher learning shall be accredited by a nationally recognized accrediting agency. The City will reimburse tuition, lab fees, and books (with verified invoice) at the following rates for education beginning January 1, 2020 or later:

A+ to A-	= 90%
B+ to B-	= 75%
C+ to C-	= 50%

Grades less than C- or equivalent, will not be eligible for reimbursement. Members receiving reimbursement for education agree to remain in their position with the Yakima Police Department (or promotion) for a minimum of twenty-four (24) months beyond the graduation of their academic degree or the completion of the last reimbursed class. If departure is anticipated to occur prior to twenty-four months, the costs will be prorated.

4.13 Fitness Incentive:

A fitness incentive will be available to Corrections Sergeants who meet CJTC standards for Corrections Officer each year during this contract period. Corrections Sergeants must successfully complete both semi-annual physical agility tests (PAT) and other terms **as defined in Appendix A of this Agreement** to be eligible to receive a one thousand dollar (\$1000) annual incentive payment with their November earnings.

4.14 Meal Reimbursement:

Employees will be provided an allowance of \$45 per day for meals for travel more than 50 miles outside the limits of the City of Yakima.

ARTICLE 5 – HOLIDAY PAY

Employees covered by this agreement shall receive a bank for holiday hours January 1, of each calendar year. For eight hours shifts the bank will be ninety-six (96) hours and ten hours shifts will be one-hundred twenty (120) hours.

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

- Holiday time must be used in the calendar year in which it was credited and may not carry-over into successive calendar years.
- New members of the bargaining unit will receive holiday credits at the rate equivalent to the number of hours of their regularly assigned shift per observed holiday remaining in the calendar year. Members must be scheduled to work for more than one-half (1/2) of the month's shifts in order to receive holiday credit for the month in which they were hired.
- An employee who uses their holiday time and leaves the Department before December 31st shall have the equivalent number of hours removed from their earned leave account or final pay for each observed holiday remaining in the year.

ARTICLE 6 – VACATION LEAVE

6.1 Accruals:

Employees will be awarded annual vacation time in the following manner. Accumulation limits/annual carry-over shall continue to be two (2) times the employee's maximum annual accrual.

- Less than 2 years of service - 8 hours per month (96 hours per year)
- After 2 full years - 9.33 hours per month (111.96 hours per year)
- After 6 full years - 12 hours per month (144 hours per year)
- After 10 full years - 14 hours per month (168 hours per year)
- After 15 full years - 16 hours per month (192 hours per year)
- After 20 full years – 197 hours per year
- After 25 full years – 205 hours per year

6.2 Vacation Leave Cash-Out:

Employees have the option to sell back to the City up to one-third (1/3) of their vacation leave accrued within the previous twelve (12) month period (based on a calendar year) in accordance with the City of Yakima Municipal Code provision in section 2.40.120.

ARTICLE 7 – SICK LEAVE

7.1 Accrual:

Upon initial employment, employees shall accrue sick leave at the rate of sixteen (16) hours for each of the first six full calendar months of service with the City, and no sick leave shall accrue 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 ten (10) hours for each full calendar month of service. Unused sick leave may be accumulated for an unlimited maximum period.

7.2 Sick Leave Exchange:

Employees who have accrued more than ninety (90) days (seven hundred twenty hours) of sick leave may exchange such sick leave for bonus (additional) leave days at the rate of three (3) days of sick leave for each additional leave day, not to exceed a total of five added leave days annually, utilization of which would be

subject to the scheduling and approval by the Department Head.

7.3 Sick Leave Cash-out:

- A. Upon retirement the accrued sick leave will be sent as a contribution to a Voluntary Employee Beneficiary Association (VEBA) account at the rate of one hundred percent (100%) of the current base pay to a maximum of thirty-eight thousand five hundred dollars (\$38,500.00).

- B. Upon termination under honorable condition other than retirement, such as layoffs for budget reasons, resignation with proper notice and position abolition, accrued sick leave up to a maximum of one thousand (1000) hours will be exchanged for pay at the rate of fifty percent (50%) of the current base wage to a maximum of eighteen thousand seven hundred and fifty dollars (\$18,750.00).

7.4 Sick Leave Transfer:

Members shall be allowed to participate in the Sick Leave Transfer Program as defined in the City of Yakima Municipal Code 2.40.110 – Sick Leave Transfer.

ARTICLE 8 – HEALTH CARE

The City will pay premiums to the Teamsters UEBT Plan A-6 (medical trust), Washington Teamsters Welfare Trust, Northwest Administrators (WTWT) Dental Plan A, and WTWT Vision Plan on behalf of each bargaining unit member who had at least (40) compensable hours in the prior month. Coverage will include employees and their eligible dependents. Current 2019 premiums are \$1,125.60 The City's portion of the current premium is \$1,069.10 and the employee's portion is \$56.50 toward the monthly contributions for these Plans. Premium increases to this plan during this contract term will be paid by the City. However, if premiums increase ten percent (10%) or more in any contract year, then the City and Union agree to reopen this article and negotiate in good faith to determine the cost sharing of the premium increase.

ARTICLE 9 – RETIREE HEALTH CARE BENEFITS

The Employer shall make contributions, subject to the procedures stated below, as are necessary to implement the Teamsters Benefit Trust Fund's Retirement Security Plan (RSP) (i.e. retiree medical), which provides for Health and Welfare benefits for retired employees who qualify under the plan's enrollment rules. Current 2019 premiums are \$719.24. The City's portion of the current premium is \$567.62, and the employee's portion is \$151.62 toward the monthly contributions for this Plan. Increases in the RSP as established by the Teamsters Benefit Trust Board of Trustees during the term of this Agreement 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.

ARTICLE 10 - 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 thirty (30) calendar days after the employee knew or should have known of the action or decision giving rise to the grievance. This thirty (30) 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.

Timeliness:

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 or policy affecting wages, hours, or working conditions 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 thirty (30) calendar day period described above. The responsible supervisor shall meet with the grievant and the Union Representative within thirty (30) calendar days of the receipt of the grievance and respond in writing to the Union within thirty (30) calendar 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 Chief of Police or designee, with a copy to Human Resources, within thirty (30) calendar days of the Union's receipt of the Step 1 decision. The Police Chief or designee will meet with the grievant and the Union Representative within thirty (30) calendar days of the receipt of the appeal and will respond in writing to the Union within thirty (30) calendar 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 thirty (30) calendar days of the Union's receipt of the Step 2 decision. The City Manager will respond in writing to the union within thirty (30) calendar 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 thirty (30) 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.

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, as well as 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 11 – HOURS OF WORK

The Union and Employer recognize that the work performed by the members of this bargaining unit can be supervisory in nature. Sergeants are considered hourly employees and are eligible for overtime after forty (40) hours of compensation in the work week (subject to appropriate FLSA period below).

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-eligible employees.

The workweek may consist of:

- Five (5) consecutive eight (8) hour days with two consecutive days off (5/40 FLSA schedule).
- Four (4) consecutive ten (10) hour days with three (3) consecutive days off (4/10 FLSA schedule).
- Five (5) consecutive nine (9) hour days with two (2) consecutive days off, alternating with three (3) consecutive (9) hour days and one (1) eight (8) hour day followed by three (3) consecutive days off. (9/80 FLSA schedule).

Employees shall work such days and hours as required to advance the mission of the Corrections Division as determined by the Employer. The parties acknowledge that assigned shifts may vary based on specific assignment and needs of the department, and that historic patterns have developed over time unique to both. Per Article 1 Section 1.1 and Article 3 Section 3.2, exigent circumstances aside, the Employer acknowledges its obligation to bargain the effects of a permanent change to an ongoing shift pattern.

All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and ending time. The Employer shall provide fourteen (14) calendar days' notice of a permanent change to an ongoing shift pattern.

ARTICLE 12 – SENORITY

- 12.1** A seniority roster will be maintained by the department's Police Chief, or his/her designee, and shall be used to schedule vacation leaves and days off. Scheduling days off shall be executed by the Police Chief, or his/her designee, as an administrative function. Seniority among Sergeants shall govern priorities for vacation leave and days off and shift bidding.
- 12.2** If equal seniority exists preference will be given first to employees with the most seniority in the classification involved; second, to employees with the most seniority in the department; third, to employees with the most seniority in City service; and if equal seniority exists, the order of lay-off will be determined by the ranking on the Civil Service Register.

ARTICLE 13 – UNION LEAVE

- 13.1** One (1) Sergeant 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.
- 13.2** 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 the Police Chief, 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.

- 13.3** One (1) Sergeant may be granted release time during normal working hours to attend meetings for collective bargaining, labor-management, grievances, pre-disciplinary/disciplinary hearings, investigatory interviews and other meetings related to contract administration.

ARTICLE 14 – TEAMSTERS RETIREMENT CONTRIBUTION

Employees of this group have expressed interest in voluntarily participating in this program by utilizing employee paid contributions. The City and Union have not been able to reach agreement on this article and hold harmless language but agree to reopen this article for discussion at a later date.

ARTICLE 15 – 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 16 - TERM OF AGREEMENT

Except as provided herein, this Agreement shall be in full force and effect January 1, 2020 and continue through December 31, 2023.

Executed by the parties hereto this 20th day of November, 2019

Corrections Sergeants
Teamsters Local #760

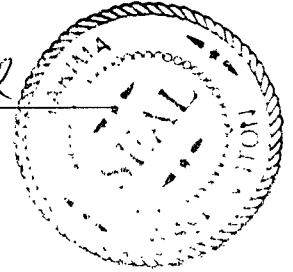
City of Yakima

By: Leonard J. Crouch
Leonard J. Crouch 11.13.19
Secretary Treasurer

By: Alex Meyerhoff 11.20.19
Alex Meyerhoff
Interim City Manager

ORIGINAL

ATTEST:
Sonya Claar-Tee
Sonya Claar-Tee
City Clerk



CITY CONTRACT NO: 2019-173
RESOLUTION NO: R-2019-102

**APPENDIX A
PERSONAL PHYSICAL FITNESS STANDARDS AND TESTING**

A. PURPOSE

The purpose of the personal physical fitness standards and testing program is to promote physical fitness of Corrections Sergeants within the Yakima Police Department, and to specify the scheduling, conduct and administration of semi-annual physical fitness tests.

B. PARTICIPATION

Enrollment and participation in the physical fitness testing program shall be optional at the election of the employee. Current bargaining unit employees who elect not to enroll and participate in the program shall not be eligible for the monetary incentive described below.

Current employees may elect annually each January to enroll, participate and test under the Program. Upon passing the applicable testing standards the employee shall receive the monetary fitness incentive described below.

The Employer will not discriminate against any employee for exercising any option to enroll and participate, or not to enroll or participate, in the program.

C. PHYSICAL FITNESS ABILITY TEST DESCRIPTION

The physical fitness ability test shall be comprised of the same elements as the physical fitness ability test administered by the Washington State Criminal Justice Training Center for its entry level corrections academy recruits. The Employer will ensure that each semi-annual test is current and consistent with testing utilized by the Washington State Criminal Justice Training Center.

D. ADMINISTRATION OF THE PHYSICAL FITNESS TESTING

The physical fitness ability testing will be conducted twice each year, in April and October. Employees wishing to participate in the Fitness Testing shall notify the Chief Examiner by 5:00pm on January 31st of each year of his/her desire to test. Participating employees will be notified at least thirty (30) days in advance of the specific testing date, time and location. The Employer may select months other than those specified above, provided the two (2) annual testing dates are at least six (6) months apart, and shall provide participating employees at least thirty (30) days advance notice of the date, time and location of the test.

All participating employees must make themselves available on the scheduled test dates. Officers shall be on on-duty status during the examination (testing) process but shall receive no overtime or extra compensation for the time spent taking the examination. Employees who are ill or injured on the date of any scheduled test may request an alternate test date, by providing medical documentation of their condition. A request for an alternate test date must be made sufficiently in advance

of the test date, so the Employer can fairly and fully consider and schedule any requested alternate test date. Untimely requests will not be considered. The Chief Examiner shall make the final decision regarding the granting of an alternate test date.

Employees who have an emergent or extraordinary schedule conflict with the announced test date may request an alternate date. The reason(s) for the request must be presented to the Chief Examiner in writing at least five (5) days before the test date. The Chief Examiner shall make the final decision regarding the granting of an alternate test date.

Testing will be administered by members of the Command Staff from the Yakima Police Department and proctored by the Chief Examiner or his/her designee

E. TESTING RESULTS

Those employees who elect to enroll and participate in the program, and who have achieved a passing score on both semi-annual tests within the same year, shall be entitled to receive the fitness incentive pay described in the contract. If such employees do not achieve passing score on either semi-annual test, such employee shall not receive, and shall not be eligible to receive, any fitness incentive pay for that period.

FITNESS TEST BENCHMARKS-FITNESS INCENTIVE PAY MINIMUM TEST REQUIREMENTS: Eligibility to receive fitness incentive pay, requires participants to pass all three of the following test components: push- ups, sit-ups and 1.5 mile run/walk.

Each participating employee who passes both semi-annual physical fitness tests within the same year shall be entitled to receive fitness incentive pay, which will be paid annually, in an amount specified in the contract.

PHYSICAL ABILITY TEST STANDARDS

The Yakima Police Department's Corrections Sergeants Physical Ability Test (PAT) shall utilize the same elements as the test administered by the Washington State Criminal Justice Training Commission for entry level corrections academy recruits. At each semi-annual test, the CJTC scoring system that is current at the time of the test will be utilized, and an overall score of 120 or better must be achieved to be eligible for the incentive pay.

The PAT is comprised of three tests, following the CJTC Protocol below.

- Push-ups
- Sit-ups
- 1.5 Mile run/walk

****All participants should have an opportunity to warm-up (5-10 minutes); this may be self-directed or led by test personnel****

Protocol

The test is conducted in sequence as, #1 Push-up, #2 Sit-up, #3 1.5 Mile Run.

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CM

Push-up

Measures the muscular strength/endurance of the upper body, particularly the shoulders, chest, and triceps (back of upper arm) used in high intensity defensive tactics training and application. This is a critical component of the proper use of force involving pushing, grabbing, and breaking one's fall to the ground, as well as getting back up off the ground.

The push-up is conducted with the participant starting in the up position. A rater lies facing the participant with a four-inch cube placed under the participant's chest. The count begins when the participant's arms are bent in a 90-degree bend at the elbow measured from the outside of the arm, upper arms are horizontal to the mat and finishes when the participant returns to the up position with the elbows fully extended. A correct pushup is performed when the participant's back is flat (NO arch or bow), the feet are together (one foot can be placed on the heel of the other or up to 1 foot apart), and the hands are shoulder width apart. Rest can only be done in the up position.

Sit-up

Measures the muscular strength, endurance, and flexibility of the torso muscles of the abdomen. The torso muscles are some of the most used muscles in the body. They bend and twist the torso and generate power in many of the control tactics taught at the academy, as well as performing other activities that involve the use of force. These muscles are also important for maintaining good posture and minimizing lower back problems. Please note: The participant has one minute to do as many correct sit-ups as possible.

The sit-up is conducted with the participant lying on their back with knees bent to a 90-degree angle and the heels of their feet on the perimeter of a padded floor mat. A Spotter straddles the participant's feet holding the knees tightly, and a Counter kneels behind the participant with a hand placed beneath the participant's head.

The participant has a choice of two positions for their hands on the head:

1. Position 1 is with the hands behind the head and the fingers laced. The fingers **MUST** stay laced behind the head for the repetition to count.
2. Position 2 is the hands are cupped over the ears alongside the head. Again, the hands **MUST** stay cupped over the ears for the repetition to count.

One full repetition starts with the back on the mat. The participant then comes forward all the way to touch their knees with their elbow. Then come back down to the mat so that their head touches the counter's hand. Rest can only be done in the up position.

Once in position, the participant has one minute to do as many correct sit-ups as they can do.

1.5 Mile Run

Measures cardio-respiratory endurance or the aerobic capacity needed in extended control and prolonged defensive tactics training. This is important for performing activities involving stamina and endurance such as prolonged use of force events, rigorous and continuous training classes 4-8 hours in length, and minimizing the risk of cardiovascular health problems.

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The run is conducted on a 440 yard/400 meter track or marked level course.

Scoring

Scoring of the P.A.T. will be in accordance with established CJTC scoring matrix/guidelines that are current at time of testing. In order to pass the P.A.T. through the CJTC, the participant must earn 120 points from three events however, **to qualify for the Fitness Incentive, participants must pass each event and must earn a minimum of 120 points from the three events.** The participant does not pass an event and earns "O" points if they do less than the minimum number of repetitions for the event. The participant does not earn more points if they do more than the maximum number of repetitions for the event.



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 6.D.
For Meeting of: November 19, 2019

ITEM TITLE: Resolution authorizing Yakima Police Corrections Sergeants (Teamsters Local 760) Collective Bargaining Agreement for 2020-2023

SUBMITTED BY: Connie Mendoza, Director of Human Resources

SUMMARY EXPLANATION:

City Management and Teamsters Local #760 representatives for Yakima Police Corrections Sergeants negotiated in good faith, a contract setting forth the wages, hours, and other terms and conditions of employment for four years (2020-2023). To that end, both parties recommend the City Council review and approve the attached CBA proposal. The Corrections Sergeants have voted and ratified this proposed agreement.

Highlights of the proposed CBA include:

- Wage adjustment of 2.5% for 2020, 2021, 2022 and 2023
- Bilingual/Biliterate stipends are updated. The English/Spanish bilingual stipend is 3% of base pay and an additional 2% of base pay is added for English/Spanish biliterate capacity.

ITEM BUDGETED: Yes

STRATEGIC PRIORITY: Public Safety

APPROVED FOR SUBMITTAL: Interim City Manager

STAFF RECOMMENDATION:

Adopt Resolution

BOARD/COMMITTEE RECOMMENDATION:

ATTACHMENTS:

Description	Upload Date	Type
 resolution	11/14/2019	Cover Memo

