

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

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between Council 2, Washington State Council of County and City Employees representing Local 1122 American Federation of State County and Employees representing Uniformed Transit with the City of Yakima, AFL-CIO hereinafter called the "Union" and the City of Yakima, Washington, hereinafter called the "City".

WHEREAS, This MOU memorializes the agreement between the City and the Union regarding the issue described below, and the parties acknowledge that this issue has been negotiated in accordance with RCW 41.56, for the purpose of promoting fair and equitable treatment of employees of the City of Yakima.

WHEREAS the City and Union agree that the provisions as set forth in this MOU supersede any conflicting provisions in the Collective Bargaining Agreement (CBA) covering the period January 1, 2016 to December 31, 2019 for Uniformed Transit Employees.

WHEREAS, the City and the Union agreed to re-open negotiation of Article 33.2 once they had worked out appropriate language regarding Extra Board Transit Operators.

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

NOW, THEREFORE, it is agreed by and between the City and the Union that Article 33.2 Transit Dispatch shall read as follows:

33.2 Transit Dispatchers:

A) Regular Hours:

The Employer shall establish each work schedule which shall provide for regular starting and quitting times for each work day.

B) Work Day:

Employees will be scheduled to a work day of eight (8.0) or (10.0) consecutive hours within a twenty-four (24) hour period.

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Human Resources Dept.

C) Work Week:

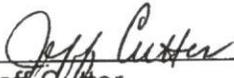
The work week shall start on Monday and end on Sunday. It shall consist of four (4) or five (5) consecutive days, with two (2) or three (3) days off.

D) Shifts:

Shifts shall be assigned by mutual agreement of the Dispatchers; however, seniority bid shall prevail where a consensus agreement cannot be reached.

THIS MOU is executed by the parties this 6 day of July, 2016.

CITY OF YAKIMA



Jeff Cutter
Interim City Manager

ASFCME LOCAL 1122



Mike Nugent
President

CITY CONTRACT NO: 2016-132
RESOLUTION NO: R-2015-162



Eddie Allan
Staff Representative