

MEMORANDUM OF UNDERSTANDING

By and between

CITY of YAKIMA

And

COUNCIL 2, WASHINGTON STATE COUNCIL OF COUNTY AND CITY
EMPLOYEES

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into by and between the Council 2, Washington State Council of County and City Employees (hereinafter "Union") and the City of Yakima, a Washington Municipal corporation (hereinafter "City").

Whereas, the City of Yakima is a charter city of the first class of the State of Washington and is the employer of all members who work as corrections officers; and

Whereas, the Union is the exclusive bargaining representative all permanent City employees, including corrections officers, except as listed in Article 1 of the Collective Bargaining Agreement; and

Whereas, the parties executed a MOU on October 18, 2023 regarding corrections incentives; and

Whereas, the October 18, 2023 MOU has been extended for an additional one year period beginning May 23, 2024 by agreement between the City and the Union.; and

Whereas, this MOU replaces the May 23, 2024 extension agreement between the City and the Union regarding incentives and other conditions related to corrections officers. All parties acknowledge that these issues have been negotiated in accordance with RCW 41.56; and

Whereas, the City and the Union agree that the provisions as set forth in this MOU do not create a past practice and supersede any conflicting provisions in any Collective Bargaining Agreement (hereinafter "CBA") or other MOU covering the issues contained in this MOU.

Therefore, the City and the Union agree that for one (1) year from the execution of this MOU, the following conditions apply:

1. Newly hired Lateral Corrections Officers will receive a bank of 40 in lieu hours that can be used at any time during the first year of employment. This has no effect on any other hours earned as listed in the CBA.
2. Newly hired corrections officers are eligible for an incentive as follows:
 - a. Newly hired corrections officers will receive a \$10,000 incentive. \$5000 is to be paid on their first paycheck following the first full month of employment after execution of the repayment contract in 2(b) and \$5000 is to be paid on the paycheck following their first full year of employment.
 - b. To be eligible for this incentive, the employee must sign a repayment contract whereby they agree to repay, on a pro rated basis, any paid incentive if they leave employment within the first three years. If employee separates service

from the City of Yakima or transfers to a new position, other than a promotion to a Corrections Sergeant, prior to the completion of thirty-six (36) months of service, complete payment of the reimbursement obligation, as calculated in the repayment contract, shall be deducted from the employee's final paycheck. If the repayment amount owed is in excess of the final paycheck, any balance owed shall be paid within twelve (12) months of cessation of employment, in monthly installments of no less than one twelfth (1/12) of the total remaining reimbursement obligation, commencing 30 days following the last day of employment as a corrections officer. The Union and Employee also agree the City may take regular collection steps as allowed by law if the amounts are not paid, or paid late, including garnishment of future wages.

3. The Corrections Manager is eligible, with the approval of the Police Chief, to work shifts that are not filled as needed.
4. The City may use retired Yakima police officers as temporary employees to assist the corrections division until such time staffing with full time corrections officers can occur.

Executed this 19 day of May, 2025.


City of Yakima:

For the Union:


Victoria Baker
Interim City Manager

Date

5/19/2025


Dusty Morford
Staff Rep

Date

4/17/25

CITY CONTRACT NO: 2025-078
RESOLUTION NO: R-2021-144


AFSCME President

Date

4/17/25