

# 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**, this MOU memorializes the 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") 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 lateral officers will receive a \$7500 incentive to be paid on their first paycheck following the first full month of employment after execution of the repayment contract in 2(b).
  - 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 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.

3. Newly hired corrections officers are eligible for an incentive as follows:
  - a. Newly hired officers will receive a \$5000 incentive to be paid on their first paycheck following the first full month of employment after execution of the repayment contract in 3(b).
  - 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 Corrections Sergeant, prior to the completion of thirty-six (36) months of service, complete payment of the reimbursement obligation 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.
4. The Corrections Manager is eligible, with the approval of the Police Chief, to work shifts that are not filled as needed.
5. 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 18 day of October, 2023.

City of Yakima:

For the Union:


  
\_\_\_\_\_  
Bob Harrison  
City Manager

10/18/23  
Date

  
\_\_\_\_\_  
Dusty Morford  
Staff Rep

10/18/2023  
Date

CITY CONTRACT NO: 2021-202 Ext #1  
RESOLUTION NO: R-2021-144

  
\_\_\_\_\_  
Joey Wallberg  
AFSCME President

10/18/23  
Date