

MEMORANDUM OF UNDERSTANDING

By and between

CITY of YAKIMA

And

COUNCIL 2, WASHINGTON STATE COUNCIL OF COUNTY AND CITY
EMPLOYEES

REPRESENTING LOCAL 122 UNIFORMED TRANSIT 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 for Yakima Transit employees, except Transit Supervisors; and

Whereas, this MOU memorializes the agreement between the City and the Union regarding hiring incentives and other conditions related to transit operators. 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:

Newly hired Transit Operators are eligible for an incentive as follows:

- a. Newly hired transit operators will receive a \$5000 incentive to be paid on their second paycheck following the first full month of employment after execution of the repayment contract in 2(b) and if they are still employed as a transit operator.
- 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 Transit Dispatcher or Transit Supervisor, 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 transit operator.
- c. Newly hired temporary employees are not eligible for this incentive.

Executed this 4th day of January, 2024 ~~December, 2023~~.

City of Yakima:

For the Union:



Bob Harrison
City Manager

1/4/2024

Date



Dusty Morford
Staff Rep

1-3-2024

Date

CITY CONTRACT NO: 2024-011
RESOLUTION NO: R-2019-114



David Macias
AFSCME President

1-3-2024

Date