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 Water Treatment Plant Operator II's and III's; and

Whereas, the Union is the exclusive bargaining representative for these employees; and

Whereas, this MOU memorializes the agreement between the City and the Union regarding hiring incentives and other conditions related to Water Treatment Plant Operator II, and III positions. All parties acknowledge that these issues have been negotiated in accordance of RCW 41.56; and

Whereas, the City and the Union agree that the provisions as set forth in the 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 six (6) months from the execution of this MOU, the following conditions apply:

Newly hired Water Treatment Plant Operator II's and III's are eligible for an incentive as follows:

- a. Newly hired employees for these job classifications will receive a \$5000 hiring incentive. The \$5000 is to be paid on their first paycheck following the first full month of employment after execution of the repayment contract in part (b) and if they are still employed in the same classification as they were hired.
- 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 or the classification (other than a promotion into a higher Water Treatment Plant Operator classification or to the Water Treatment Plant Supervisor) which they were hired within the first three years. If the employee separates service from the City of Yakima or transfers to a new position, other than a promotion listed above, 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 Water Treatment Plant Operator. The Union and Employee must also agree that the City may take regular collection steps as allowed by law if the amounts are not paid, or paid late, including garnishment of wages.

c. Current and temporary employees are not eligible for this incentive.

	ard	July of June , 2025.
Executed this	oday	of June , 2025.

City of Yakima:

For the Union:

Victoria Baker City Manager

Date

Dusty Morford

Staff Rep

RESOLUTION NO: _ R-2021-144

Nathan McDaniels

AFSCME President

Date

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