

Collective Bargaining Agreement

By and between

The City of Yakima



And

Teamsters Local 760

**Representing the Lieutenants and Captains of the
Yakima Police Department**



January 1, 2022– December 31, 2023

ORIGINAL

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PREAMBLE

This agreement is made and entered into pursuant to the provisions of RCW Chapter 41.56 by and between the City of Yakima hereinafter known as the "Employer" and the Yakima Police Management Unit represented by Teamsters Local 760, hereinafter known as the "Union" for the purpose of setting forth the wages, hours, and other terms and conditions of employment which shall be in effect during the term of this agreement for employees included in the bargaining unit described in Article 1 below.

ARTICLE 1 – RECOGNITION

1.1 The employer recognizes the Union as the exclusive bargaining representative on matters concerning wages, hours, and conditions of employment for all Yakima Police Department Captains and Lieutenants, excluding all other employees of the department.

The employer recognizes the Union as the exclusive bargaining representative on matters concerning health care and retirement healthcare for Yakima Police Department Deputy Chief(s).

1.2 The Union recognizes the City as the representative of the people of the City of Yakima and agrees to negotiate only with the City through the negotiating agent or agents officially designated by the City Manager to act on the City's behalf.

1.3 The Deputy Police Chief(s) shall have no voting or grievance rights on the collective Bargaining Agreement.

ARTICLE 2 – UNION SECURITY/DUES CHECK OFF AND MAINTENANCE OF MEMBERSHIP

2.1 All employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing in the Union.

2.2 The Union agrees to represent all employees within the bargaining unit without regard to Union membership.

2.3 When provided a "voluntary check-off" authorization form furnished by the Union and signed by the employee, the Employer agrees to deduct from that employee's pay, the Union's uniform applicable dues, initiation fee and/or service fees, as prescribed in the "voluntary check-off" form. The full amount of monies so deducted from the employee shall monthly be forwarded to the Union by check along with an alphabetized list showing names and amounts deducted from each employee. The Union agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, orders or judgments arising from the administration and effects of this Section.

2.4 An employee may revoke his or her authorization for payroll deduction of payments to the Union by written notice to the Employer. Every effort will be made to end the

deduction effective on the first payroll, but not later than the second payroll, after the Employer's receipt of the employee's written notice.

- 2.5** The Union agrees to refund to the employee any amounts paid to the Union in error on account of the payroll deduction provision upon presentation of proper evidence thereof. The earning of the employee must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. All other legal and required deductions have priority for payment over such dues.
- 2.6** The Union agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, and/or orders of judgments arising from the administration and effect of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the Employer for any deductions made or not made unless a claim of error is made in writing to the Employer within forty-five (45) calendar days after the date such deductions were or should have been made.

ARTICLE 3 – RIGHTS OF PARTIES

3.1 Employer Rights:

Any and all rights concerned with the management of the Police Department are exclusively that of the Employer unless otherwise provided by the terms of this agreement or the Police Civil Service Rules and Regulations. Furthermore, the City reserves all customary management prerogatives including, but not limited to, the right to:

- A. Adopt rules for the operation of the Department and conduct of the employees covered by this agreement;
- B. Establish, plan for, and direct the work force toward the organizational goals of the department;
- C. Determine the organization, and the merits, necessity and level of activity or service provided to the public;
- D. Determine new work methods;
- E. Control the Police Department budget;
- F. Establish, regulate and administer a personnel system, in conformity with the City Charter and Police Civil Service Rules and Regulations and with this agreement, which provides for all types of personnel transactions including determining the procedures and standards for hiring, promotion, transfer, assignment, lay off, discipline, retention and classification of positions;
- G. Discipline, suspend, demote or discharge employees for just cause, which shall be defined as compliance with the due process procedures outlined in this agreement, as provided by the Department Rules and the Regulations of the Police Civil Service Commission and in conformity with this CBA;

- H. Determine the methods, means, equipment, material, numbers and kinds of personnel and the job or position content necessary to accomplish departmental operations and maintain the efficiency thereof;
- I. Assign work to and schedule employee's in accordance with Civil Service classifications and position descriptions and in conformity with this agreement;
- J. Relieve any employee from duty due to a lack of work or insufficient funds as provided by in the Police Civil Service Commission Rules and Regulations and in conformity with this agreement.
- K. To perform all of the functions not otherwise expressly limited by this agreement;
- L. Take all actions necessary to carry out the mission of the City in emergencies.
- M. Provided nothing in the Agreement shall be construed as a waiver of collective bargaining rights conferred on the parties by RCW 41.56

3.2 Scope of Management Rights

The above management rights are not to be interpreted as being all inclusive, but merely indicate the type of rights which inherently belong to the City. It is understood that any of the rights, power and authority the City had prior to the signing of this agreement are retained by the City. The Employer acknowledges that changes impacting the working conditions of employees covered by this agreement may be subject to bargaining as defined by RCW 41.56.

3.3 Employee Rights:

Any employee who becomes the subject of an internal investigation shall be notified in writing within seventy-two (72) hours after the Department assigns an internal investigation number unless notification may prejudice the integrity of the investigation. Any employee shall be advised at least twenty-four (24) hours prior to the time of an investigative interview, unless the exigency of the situation justifies less notice, of the following:

- A. Committing a criminal offense; and/or,
- B. Misconduct that could be grounds for discipline including: termination or discharge, demotion, suspension without pay, or written reprimand

Such notification shall be in sufficient detail to reasonably apprise him/her of the matter.

3.3.1 An Internal Investigation shall be initiated within sixty (60) days of the Chief of Police or City Manager receiving a complaint, having knowledge or reasonably having knowledge of alleged misconduct or information reasonably sufficient to cause an internal investigation. Failure to initiate the internal investigation within sixty (60) days will result in dismissal of the internal investigation. This provision does not apply to any criminal investigation.

3.4 In administrative matters relating to job performance, the following shall apply:

- A. Interviewing shall be completed within a reasonable time and in a reasonable manner unless the exigency of the interview dictates otherwise;
- B. Any employee who becomes the subject of an internal investigation may have counsel present during all interviews. This representation by counsel is confined to counseling and not active participation in the investigation;
- C. Investigative interviews shall be recorded by video or audio at the discretion of the Employer. Upon request, the employee under investigation shall be provided an exact copy of any written statement he/she has signed. Any video/audio recording will be made available upon request. If transcripts are ordered by the department, they will be provided to the employee.
- D. Employees will not be required to unwillingly submit to a polygraph test; provided, however, this provision does not apply to either the initial application for employment or to persons in the field of public law enforcement who are seeking a promotion to a position outside the bargaining unit, as defined in the recognition clause. Provided, also, an employee may stipulate to a polygraph after Union consultation if that employee is suspected of involvement in criminal activity or other activity which may result in discipline.
- E. Prior to participating in an internal investigation, employees shall be provided the opportunity to review any department generated audio or video recordings in which the employee is captured, if requested.

3.5 Where there is probable cause to believe that an employee is psychologically or medically unfit to perform his/her duties, the employer may require the employee to undergo a psychological or medical examination in accordance with current standards established by the Washington Association of Sheriffs and Police Chiefs, the International Association of Chiefs of Police, the Americans With Disabilities Act and other applicable laws.

3.6 Per Section 3.2 above, employees covered by this bargaining unit have been engaged in a Random Drug Testing program. This program, or one substantially like it, shall continue, and employees covered by the agreement shall remain subject to the program as modified. The City retains the exclusive right to modify its random drug testing program.

3.7 Any Lieutenant or Captain promoted to the rank of Deputy Chief shall retain the absolute right, in the event of a reduction in rank that is not for cause, to “bump back” to their last held civil service rank. Said ability to bump back will not be dependent on there being a current opening at the rank being bumped back to.

3.8 In the event of a reduction in rank that is not for cause, computation of seniority will be computed such that any time spent in a superior rank will be counted as time spent in the last held civil service rank.

ARTICLE 4 - GRIEVANCE PROCEDURE

- 4.1** Grievance Definition: A grievance is an alleged violation of this Collective Bargaining Agreement.
- 4.2** Filing a Grievance: To be reviewable under this procedure, a grievance must be filed in writing within thirty (30) calendar days after the employee knew or should have known of the action or decision giving rise to the grievance. This thirty (30) calendar day period must be used by the employee to attempt to informally resolve the dispute.
- 4.3** Computation of Time: The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days and will be counted by excluding the first day and including the last day of timelines. Transmittal of grievances, appeals and responses will be in writing. Service on the parties is complete when delivered in person; or upon receipt by electronic mail or by the postmarked date if sent by certified mail.
- A. Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the employer to comply with the timelines will entitle the Union to move the grievance to the next step of the process.
- 4.4** Contents: A grievance must include the following:
- A. A statement of the pertinent facts surrounding the grievance;
- B. The date upon which the incident occurred;
- C. The specific Article and section of the Agreement or policy affecting wages, hours, or working conditions allegedly violated and a specific description of how each cited alleged violation occurred;
- D. The steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion;
- E. The requested remedy; and
- F. Signature of the affected employee and Union Representative.
- 4.5** The employer will not be required to process a grievance unless all the information listed above is provided. Grievances that do not meet the above conditions or are otherwise unclear may be returned by the Employer and the Union will have seven (7) calendar days to provide the clarifying information and re-submit the grievance.
- 4.6** Modifications: Alleged violations and/or the requested remedy may be modified only by written mutual agreement of the parties.
- 4.7** Resolution: If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered “fully and finally” resolved and will not be moved to the next step.
- 4.8** Withdrawal: A grievance may be withdrawn at any time.
- 4.9** Processing the Grievance:
- A. Step I – If the issue is not resolved informally, the Union may present the grievance, in writing, to employee’s supervisor with a copy to Human Resources within the thirty

(30) calendar day period described above. The responsible supervisor shall meet with the grievant and the Union Representative within thirty (30) calendar days of the receipt of the grievance and respond in writing to the Union within thirty (30) calendar days of the meeting.

1. Grievance's concerning formal discipline of a written reprimand or above shall be initiated at Step II with the Chief of Police
- B. Step II – If the grievance is not resolved at Step 1, the Union may move it to the next step by filing it with the Chief of Police or designee, with a copy to Human Resources, within thirty (30) calendar days of the Union's receipt of the Step 1 decision. The Chief or designee will meet with the grievant and the Union Representative within thirty (30) calendar days of the receipt of the appeal and will respond in writing to the Union within thirty (30) calendar days of the meeting.
- C. Step III – If the grievance is not resolved at Step 2, the Union may move it to the next step by filing it with the City Manager or designee, with a copy to Human Resources, within thirty (30) calendar days of the Union's receipt of the Step 2 decision. The City Manager will respond in writing to the union within thirty (30) calendar days of the receipt of the appeal.
- D. Step IV – If the dispute is not resolved under one of the above steps, then the matter may, within thirty (30) calendar days, be referred by either party to expedited mediation arbitration. There shall be no withholding by either side of known facts or evidence, relating to a grievance prior to arbitration. Such withholding shall result in said facts and/or evidence not being admissible in arbitration.

4.10 Arbitration: Upon demand for arbitration, for non-disciplinary contractual grievances, the parties may mutually agree to an Arbitrator or if agreement cannot be reached, both parties shall immediately petition the Federal Mediation and Conciliation Service for the names of seven (7) arbitrators and within seven (7) calendar days from receipt of the list, the two (2) parties shall select one (1) name from it by alternatively crossing off a name until one (1) remains, with the grieving party striking first. This process for selecting an arbitrator need not be followed if both parties agree on any person as an impartial arbitrator.

For Arbitration involving a disciplinary action, the parties shall submit the grievance to the Public Employees Relations Commission (PERC) for assignment of an appropriate Arbitrator, as currently required by statute or amended. Unless required otherwise by statute, the following shall apply to both non-disciplinary and disciplinary arbitration cases.

- A. The arbiter shall not have power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented; and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The arbiter shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. The decision of the arbiter shall be final and binding upon the aggrieved employee, Union and employer.

- B. The arbitrator's fees and expenses, the cost of any hearing room, shall be borne equally by the employer and the Union. All other costs and expenses shall be borne by the party incurring them.

ARTICLE 5 – WORK WEEK, AND HOURS OF WORK

The parties recognize that the work performed by the members of this bargaining unit is managerial and supervisory in nature, as such the employees covered by the agreement are salaried and considered exempt from the Fair Labor Standards Act (FLSA) and RCW 49.46.130 because of RCW 49.46.010(5)(c). Employees covered by this agreement are accountable for their work product, meeting the objectives of the organization, and are subject to the Employer's policies applicable to all FLSA and RCW 49.46.130 exempt employees.

- 5.1** The parties acknowledge that assigned shifts may vary based on specific assignment and needs of the department, and that historic patterns unique to both have developed over time. Command personnel shall typically work a five-day schedule Monday through Friday during normal business hours, however, due to the nature of the work performed and need to oversee and evaluate areas of assigned responsibility variations to this schedule will occur and except as provided in 6.3 below, shall be considered as part of the normal work week.
 - 5.1.1** Weekly Department Command Staff meetings shall be considered part of the work week. The exception to this being for Lieutenants assigned to a standard rotating "10-40 Patrol Schedule and Captains and Lieutenants that are on a scheduled day off, holiday's and or approved vacation. Lieutenants assigned to and working the 10-40 Patrol Schedule shall change their shift as necessary to assure attendance at least once per month to the scheduled weekly Command Staff meeting.
- 5.2** Due to limited staffing within the Department, Lieutenants may be required to act in the absence of a Patrol Sergeant, when so assigned for at least four hours, the employee shall be compensated at an overtime rate of 1.5 times their annualized hourly rate for work beyond their fully worked shift.
- 5.3** Due to emergent nature and demands of the work performed by the members of this unit, employees may be required to return to work as the result of an emergency. Employees required to report to work or to a crime scene in response to an emergency occurring outside of their regular workday, or on a scheduled day off, shall be allowed to flex their schedule, subject to approval, within the monthly pay period, to roughly compensate for the interruption. In the event work demands preclude the Employer from approving time off, the employee shall be compensated at their annualized hourly rate of pay for actual hours worked outside of their regular schedule in response to an incident as described above.
- 5.4** The Employer retains the management right to modify normal work schedules in emergency circumstances, for performance related reasons, training purposes or operational needs.
- 5.5** Except in the event of a force majeure, the Employer shall provide twenty-one (21) calendar days' notice of a permanent change to an ongoing shift pattern as well as

endeavor to provide such notice for any temporary change in an employee work schedule.

5.6 In the event the Employer implements a policy related to the Fair Labor Standards Act (FLSA) and exceptions for FLSA exempt employees, the member of this unit shall be provided with only the provisions outlined in this Article.

5.7 On-Call: The City shall determine on-call status of bargaining unit members, consistent with the following:

A. The determination of the need for and assignment of on-call is a responsibility of the Police Chief.

B. On-Call shall require the assigned member to be ready and available to respond within one (1) hour to the City of Yakima. Members may utilize their assigned patrol vehicle while on-call and within the one-hour response time area. Telephone contact shall be reasonably maintained at all times. Reasonable shall be considered to be within fifteen (15) minutes.

C. Employees on-call are required to maintain the same required physical and mental capacity that is required during regularly scheduled work hours.

D. Assigned on-call status may be traded between Lieutenant to Lieutenant or from Captain to Captain with notification to SunComm Communication Center and the Chief of Police or designee. Captains may voluntarily cover on-call time for Lieutenants. It shall be the responsibility of the assigned employee to ensure proper coverage and notification.

E. Lieutenants in an Acting Captain assignment will be assigned on-call status as a Captain. Lieutenants may take on-call assignments for Captains only with the approval of the Chief of Police.

F. Except in exceptional circumstances, the City shall limit the number of bargaining unit members in the on-call status to one Lieutenant and one Captain. On-call status shall be limited to seven (7) consecutive days except in exceptional circumstances. The failure to reasonably fill vacant positions shall not be considered an exceptional circumstance.

G. The Deputy Chief will reasonably assume on-call duties with the Captains to prevent excessive on-call time.

H. Employees assigned to on-call status who fail to comply with on-call requirements may be subject to discipline.

I. Due to the emergent nature of the Police Department, the need for a continued command staff presence and in recognition of the FLSA exempt status of the members of this bargaining group, the City agrees to add 2.5% compensation in addition to base wages.

J. Bargaining unit member shall not receive the additional compensation if they are on extended disability leave (30 days) or longer for non-duty related injuries.

ARTICLE 6 – UNION LEAVE

- 6.1** One (1) Captain and one (1) Lieutenant shall be granted leave from duty without any loss of pay during the pre-impasse and post-impasse period as provided in RCW 41.56, for all meetings between the City and the Union for the purpose of negotiating the terms of a contract and/or attendance at mediation, when such meetings take place at a time during which any such members are scheduled to be on duty.
- 6.2** Employees, not to exceed two (2) in number at any one time, shall be granted leave from duty with pay for Union business, such as attending labor conventions and educational conferences regarding collective bargaining, provided that notice of such conventions or conferences shall be given at least two (2) weeks prior thereto to Chief of the Police Department, and provided further that the total leave for the entire bargaining unit for the purposes set forth in this section shall not exceed ten (10) days in any fiscal year.
- 6.3** One (1) Captain and one (1) Lieutenant may be granted release time during normal working hours to attend meetings for collective bargaining, labor-management, grievances, pre-disciplinary/disciplinary, investigatory interviews, and other meeting related to contract administration.

ARTICLE 7 – HEALTH AND WELFARE; RETIREE HEALTH CARE BENEFITS

This article applies to all Lieutenants, Captains, and Deputy Chief(s).

- 7.1** The City will pay premiums to the Teamsters UEBT Plan A-6 (medical trust), Washington Teamsters Welfare Trust, Northwest Administrators (WTWT) Dental Plan A, and WTWT Vision Plan on behalf of each bargaining unit member who had at least (40) compensable hours in the prior month. Coverage will include employees (including Deputy Chief(s)) and their eligible dependents. Effective January 1, 2022, Employees shall contribute one hundred forty dollars (\$140.00) toward the monthly contributions for these Plans. Future contribution increases to any of these plans shall be shared as follows: The City shall pay ninety percent (90%), the employees shall pay ten percent (10%).
- A. This article shall be effective upon ratification by both parties and the City will not provide retroactive pay for premium increases prior to ratification of the contract.
- 7.2** Effective January 1, 2022, and for the term of this Agreement, the Employer shall make contributions for each employee (including Deputy Chief(s)), subject to the procedures stated below, as are necessary to implement the Teamsters Benefit Trust Fund's Retirement Security Plan (RSP) (i.e., retiree medical), which provides for Health and Welfare benefits for retired employees who qualify under the plan's enrollment rules. Effective January 1, 2022 the employer will pay the full premium for the Retirement Security Plan. Future increases in the RSP as established by the Teamsters Benefit Trust Board of Trustees during the term of this agreement will be paid 50% by the employer and 50% from employee wage deductions. The Union agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits,

orders, or judgments arising from the administration and effect of this participation. The Employer's obligation under this Agreement is limited to the payment of normal contributions based on hours worked by unit employees.

a. This article shall be effective upon ratification by both parties and the City will not provide retroactive pay for premium increases prior to ratification of the contract.

7.3 Monthly HRA / VEBA: The bargaining unit will participate in a pre-tax payroll deduction of one hundred dollars (\$100.00) per month employee paid contribution to a Health Reimbursement Arrangement Voluntary Employee Beneficiary Association (HRA VEBA) account effective January 1, 2016. It is understood that all applicable IRS rules that allow establishment and maintenance of HRA VEBA accounts will apply, including but not limited to the provision that 100% participation is required by all members of the bargaining unit.

ARTICLE 8 – DISCIPLINE

8.1 All discipline must be based upon just cause. Any discipline shall be imposed in a manner least likely to embarrass the employee before the public or other employees.

8.2 Disciplinary actions or measures shall include the following:

- A. Verbal reprimand
- B. Written reprimand
- C. Transfer for disciplinary reasons
- D. Suspensions or demotions
 - 1. Disciplinary suspensions shall be defined and administered on the basis an eight (8) hour workday.
- E. Discharge

8.3 Discipline shall be progressive in nature where appropriate. Progressive discipline usually consists of verbal, written reprimand, suspension or demotions and termination. For serious infractions of standard of conduct or departmental policies, suspension or termination may be warranted. The City reserves the right to combine or skip steps depending on the facts of each situation and the nature of the offense.

ARTICLE 9 – COMPENSATION AND INCENTIVES

9.1 Except as modified by this agreement, employees shall receive benefits as outlined in the City of Yakima Municipal Code, Chapter 2, and the Management Fringe Benefit document.

9.2 Newly promoted Lieutenants and Captains will start at City of Yakima Master Pay Ordinance "Step D". After six months the newly promoted member will move to step "E" of the Master Pay Ordinance.

9.3 The wages for each employee, as set by the Master Pay Ordinance of the City of Yakima shall be increased by the following:

- A. 01/01/2022 4% of base pay increase
- B. 01/01/2023 4.5% of base pay increase

9.4 Longevity Pay: Lieutenants and Captains of the City of Yakima who are regularly and continuously employed full time, and who have completed periods of service as hereinafter set forth, shall receive compensation, called longevity pay, in addition to their regular salary, according to the following schedule, to be paid on the first applicable pay day following the 31st day of December and the 30th day of June of each year:

<u>Years Of Service</u>	<u>Longevity Compensation</u>
At least four (4) years and less than nine (9) years	1.5% of base monthly salary
At least nine (9) years and less than fourteen (14) years	3.0% of base monthly salary
At least fourteen (14) years and less than nineteen (19) years	5.5% of base monthly salary
At least nineteen (19) years and less than twenty-four (24) years	7.0% of base monthly salary
Twenty-four (24) years or more	10.0% of base monthly salary

9.5 Longevity Payment at Termination:

- A. Upon termination of employment of anyone entitled to longevity pay, such person shall receive a longevity payment, according to the above schedule, for the number of months of eligibility served by such employee from the date on which the immediately previous longevity payment was made. Such payment shall not be made for fractions of a month, and if termination of employment occurs on or before the fifteenth day of any month, that month shall not be counted as one for which longevity pay is to be made, and if termination of employment occurs after the fifteenth day of any month, that month shall be counted as one full month for which longevity pay is to be made.
- B. No longevity pay shall be paid to any employee who is discharged from employment for disciplinary reasons.
- C. Employees covered by the Washington State Law Enforcement Officers' and Firefighters' Retirement System who terminate their employment after disability leave and are placed on disability retirement shall receive longevity pay for the period of disability leave as provided in Chapter 41.26 of the Revised Code of Washington.

9.6 Deferred Compensation: The City shall contribute 6% of the employee's gross monthly wage to Deferred Compensation plan for each member of the bargaining unit.

9.7 Life Insurance: The City shall provide each member of the bargaining unit with a life

insurance policy, in the sum of \$150,000 subject to the terms & conditions of the policy.

9.8 Clothing Allowance: \$80 per month. Current practice for compliance with Yakima Police Department Policy and Procedures Manual, Directive 6.01.01 – Non-Uniform Dress Standards. Employer will pay the cost of all uniform dry cleaning.

9.9 Take Home Vehicle: Lieutenants and Captains will be issued an unmarked take home police rated vehicle and shall be used in accordance with the 2018 department policy (Lexipol Policy #707 – Assigned Police Vehicle Program).

A. If changes result to the policy due to contract negotiations with YPPA, both the City & the Union agree that this provision may be reopened.

9.10 Educational Incentive: Lieutenants and Captains shall be paid a monthly education incentive payment based on the following schedule:

BA Degree:	3.0% of their current base pay for that month
MA Degree:	4.0% of their current base pay for that month

A. Education incentive pay shall be paid to employees only after the City has received an official transcript from the educational institution verifying the degree or credits received.

B. In consideration for the City's encouragement of formal education for its police managers, the City will reimburse members for accredited college and university courses that are related to a field of study in a degree program for bachelor's degree or higher. The institutions of higher learning shall be accredited by a nationally recognized accrediting agency. The City will reimburse tuition, lab fees, and books (with verified invoice) at the following rates for completed course grades:

A+ to A-	= 90%
B+ to B-	= 75%
C+ to C-	= 50%

Grades less than C- or equivalent, will not be eligible for reimbursement.

C. Costs subject to the above conditions shall be recognized and reimbursable if incurred from 07/01/2013.

D. Members receiving reimbursement for education agree to remain in their position with the Yakima Police Department (or promotion) for a minimum of twenty-four (24) months beyond the graduation of their academic degree or the completion of the last reimbursed class. If departure is anticipated to occur prior to twenty-four months, the City and Union shall meet to determine what, if any, pro rata is appropriate.

9.11 Patrol Rifles: The City and Union agree to the phased acquisition of AR-15 rifles for employees electing to purchase such rifles. The cost of the purchase shall be repaid by the Lieutenants and Captains at 0% interest rate over a two year-period in equal deductions from the employees' paycheck. Employees who terminate employment shall have the remaining unpaid balance removed from their final paycheck.

ARTICLE 10 - VACATION, HOLIDAYS AND SICK LEAVE

10.1 Vacation Leave Accrual: Members of the bargaining unit shall accrue vacation or annual leave at the following rate:

Less than 24 Months of Service	8.33 hours per month
After 2 years of service	9.66 hours per month
After 6 years of service	12.33 hours per month
After 10 years of service	14.33 hours per month
After 15 years of service	16.33 hours per month
After 20 years of service	17.41 hours per month
After 25 years of service	18.24 hours per month

A. Terminal Leave: An employee, when leaving the service of the city and who has given at least two weeks' notice of their intention to leave, shall be compensated for vacation leave earned and accumulated to the date of separation.

1. Terminal leave shall be computed by multiplying the hourly rate in effect at the time of termination by the number of hours accumulated.

B. Vacation Sell-back Program: Employees may sell back up to one-third of their annual accrued vacation. Vacation hours eligible for buy-back are those hours earned up to one-third maximum, accrued within the preceding twelve-month period. No more than one request may be made per calendar year.

1. Accruals: Accumulation limits / annual carry-over shall continue to be two (2) times the employee's maximum annual accrual.

10.2 Holidays: All members of the bargaining unit will receive a credit of hours to their holiday leave account equivalent to the number of hours of their regularly assigned shift for Eleven (11) observed holidays and two (2) personal holidays.

A. The following shall be recognized and observed as paid holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving Day	4 th Friday in November
Christmas Day	December 25

- B. Holiday shifts shall be worked as assigned. Relevant staffing levels will be determined by the Department in accordance with operational requirements.
- C. Holiday time must be used in the calendar year in which it was credited and may not be carried over into successive calendar years.
- D. New members of the bargaining unit will receive holiday credits at the rate equivalent to the numbers of hours of their regularly assigned shift per observed holiday's remaining in the calendar year. Members must be scheduled to work for more than one-half (1/2) of the month's shifts in order to receive holiday credit for the month in which they were promoted.
- E. An employee who uses their holiday time and leaves the Department before December 31st shall have the equivalent number of hours removed from their earned leave account or final pay for each observed holiday remaining in the year.

10.3 Sick Leave Accrual: Members of the bargaining unit shall accrue sick leave at the rate of eight (8) hours per month

Effective 1/1/2023 members of the bargaining shall accrue sick leave at the rate of ten (10) hours per month.

10.4 Permissible Use of Sick Leave: Sick leave may be used in accordance with ADM 1-1250 Paid Sick Leave; ADM 1-900 Family Medical Leave Act (FMLA) and ADM 4-400 Workers Compensation.

10.5 Sick Leave Exchange: Eligible employees may exchange accrued sick leave for pay or for additional leave time as appropriate, in accordance with the options provided the employee, subject to the following provisions:

- A. Upon retirement or death, the employee's accrued sick leave up to seven hundred and twenty (720) hours or less will be exchanged for pay at the rate of one hundred percent (100%) of the employee's current base pay.
 - 1. Annual Vote: Employee shall vote annually to determine the apportionment of hours exchanged into HRA VEBA. The vote shall occur no later than December 15th of the current year to determine the apportionment for the succeeding calendar year. The vote results shall be communicated in writing to the employer no later than December 23rd. All changes resulting from the vote shall be binding upon the employer and the employees for the duration of the calendar year.
- B. Upon termination under honorable conditions, as distinct from retirement or death, the employee's accrued sick leave up to seven hundred and twenty (720) hours or less will be exchanged for pay at the rate of fifty percent (50%) of the employee's current base pay. Honorable termination includes layoff for budget reasons, as well as resignation with proper notice.

- C. Exchange of accrued sick leave for additional leave days or for cash will be granted to employees who have accrued seven hundred and twenty (720) hours or more subject to the following provisions:
 - 1. Employees who have accrued more than seven hundred and twenty (720) hours of sick leave may exchange such sick leave for bonus (additional) leave days at the rate of three (3) days of sick leave for each additional leave day, not to exceed a total of one hundred (100) sick leave hours annually. Employees may receive compensation in lieu of taking leave days, utilization of leave days would be subject to the scheduling and approval by the Department head.

- D. Sick Leave Exchange Procedure: Eligible employees may exchange accrued sick leave as provided above at the option of the employee, subject to the following conditions and provisions:
 - 1. A request for such an exchange shall be made to the Director of Finance and Budget via the Department Timekeeper. All requests shall be in writing and shall be signed by the employee making the request.
 - 2. Requests will be accepted only during the first five (5) working days of each month with exchanged leave to be available within fifteen (15) calendar days of the date the request is received by the office of the Payroll Administrator. Exceptions to the above will be made for termination, layoff, or disability retirement.

10.6 Sick Leave Transfer: Members shall be allowed to participate in the Sick Leave Transfer Program as defined in the City of Yakima Municipal Code 2.40.110 – Sick Leave Transfer.

Article 11 - TRAVEL

Bargaining group members shall follow the Yakima Police Department Lexipol Policy 1061 – Travel Reimbursement and Administrative Policy 1-1900 Travel & Reimbursement, except meals will be \$20 per meal for up to a total of \$60 per day.

ARTICLE 12 – SAVINGS CLAUSE

It is understood and agreed that if any court or board of competent jurisdiction finds any Article, Section, or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid Article, Section or portion.

ARTICLE 13 - TERM OF AGREEMENT

Except as provided herein, this Agreement shall be in full force and effect January 1, 2022 and continue through December 31, 2023.

Executed by the parties hereto this 23 day of June, 2022

**Yakima Police Management Unit
Teamsters Local 760**

City of Yakima

By: Leonard J. Crouch
Leonard J. Crouch, Secretary Treasurer

By: Robert Harrison
Robert Harrison, City Manager
Ruslan Dykshy Acting

Date: 6.7.22

Date: 6/23/22

ORIGINAL

ATTEST: Diana Cooper
City Clerk



CITY CONTRACT NO: 2022-107
RESOLUTION NO: R-2022-072