

City of Yakima
Police Department

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Yakima Washington

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Below is an agreement between the City of Yakima and the Yakima Police Patrolman's Association for modification of the current collective bargaining agreement, effective 2/5/2016.

ARTICLE 23 - DIFFERENTIAL PAY

Section 1 - CRU members assigned to the Crisis Negotiations Team shall receive two percent (2%) of their current base pay in addition to their regular salary for each full month assigned to the CRU. Members assigned to the SWAT team shall receive three percent (3%) of their current base pay in addition to their regular salary for each full month assigned to the CRU.

Section 2 - Field Training Officers. Police Officers assigned to orient and train newly hired uniformed officers, and actually engaged in same, shall receive a payment, per month, of five percent (5%) of their current base pay for that month, over and above their normal rate of pay. Officers assigned such duty for periods of less than one (1) week during the pay period shall not be eligible for such differential. The City retains the exclusive right to select said Field Training Officers and determine the duration of assignment.

Section 3 - Investigative Assignment. Police Officers, Corporals and Sergeants assigned in writing by the Police Chief or designee to the Detective Division, as Traffic Investigators, Narcotics Investigators, Gang Unit Officers or to any Interagency Task Force shall receive three percent (3%) of their current base pay in addition to their regular salary for each full month in such assignment.

The City retains the exclusive right to, from time to time, select said Investigators, Detectives, Narcotics Unit and any Interagency Task Force members, and to determine the duration of assignment; provided, however, if the transfer is for disciplinary reasons, then nothing in this section prevents the employee from grieving the disciplinary transfer in accordance with Article 7. Operational transfers are not grievable. Police Officers and/or Sergeants desiring a transfer out of an Investigative Assignment shall submit a memorandum requesting reassignment, through the chain of command, to the Police Chief.

Section 4 - Education Incentive. Police Officers, Corporals and Sergeants shall be paid a monthly education incentive payment based on the following schedule:

AA Degree or 90 college credits: 1.5% of their current base pay for that month

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

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

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.

Section 5 - Bilingual Pay. Employees who have a bilingual capacity for the Spanish language or American Sign Language (ASL) shall receive an additional three percent (3%) of their current base pay, per month, special assignment pay for their work in that capacity subject to achieving a passing score on the bilingual/biliterate skills examination conducted under the Police Civil Service Rules and Regulations and administered by the Civil Service Chief Examiner. The Police Chief may waive this testing requirement if the employee can demonstrate to the satisfaction of the Police Chief, through documentation or otherwise (i.e., court interpreter certification from the State of Washington), that the employee has sufficient bilingual/biliterate skills in the Spanish language or ASL. A determination for bilingual capacity shall be made by the City within six (6) months of graduation from the law enforcement academy. Upon certification, compensation shall be retroactive to the date of academy graduation. Should a language other than English, Spanish, or ASL be necessary for the conduct of official business of the Department by an officer who is bilingual in that language, the officer may be compensated bilingual pay for the month in which the service was needed.

Section 6. – Motorcycle Duty. When any employee of the police department is assigned by the Police Chief to a position which requires operation of a motorcycle, such member shall be paid three percent (3%) of their current base pay in addition to their regular salary.

Section 7 - Acting Pay. During routine operations when an officer is assigned to fulfill the duties and responsibilities of a classification higher than his own for a period of four (4) hours or more he/she shall be paid the lowest rate of the higher classification which provides any salary increase for the officer.

Section 8 – Shift Differential Pay. All general squad patrol division officers (those not assigned a specialty) who work 10 hour and 40 minute shifts shall receive shift differential pay as set out in the following schedule. Only those people assigned as a general squad patrol officer on the division shift roster are eligible for this differential pay.

Shifts starting between 0500 and 0859: No differential pay

Shifts starting between 0900 and 1459: 1% of current base pay

Shifts starting between 1500 and 1859: 1.75% of current base pay

Shifts starting between 1900 and 0459: 2.25% of current base pay

Any Patrol officer involuntarily reassigned from a bid-for shift, for other than disciplinary transfers, shall be entitled to whichever shift premium is greater between the bid-for shift and the reassigned shift.

Section 9 – Gang Unit Pay. All members assigned to the Gang Unit shall be paid 1.75% of their current base pay in addition to their regular salary for each full month assigned to the Gang Unit.

Section 10 – Notice of Specialty Openings. Notice of all openings for specialty positions will be posted.

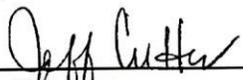
Section 11 – K-9 Officers. Employees assigned to K-9 duty shall receive a premium equal to three percent (3%) of their current base pay.

Section 12- Modified Duty- Any Officer who is assigned by the City and serving on modified duty status is not eligible for differential pays listed in Article 23 Section 1, 2, 6, 7, 8, 9 or 11. The City agrees to negotiate future changes in working conditions related to modified duty assignments.

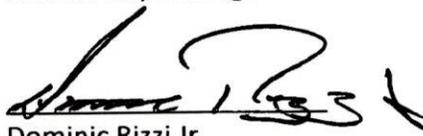
Except as amended herein, the Collective Bargaining Agreement (effective from January 1, 2016 through December 31, 2019) shall remain unchanged. Upon execution by both parties, this agreement shall be appended to, and construed to be a part of, the parties' Collective Bargaining Agreement, and shall apply prospectively from such date of approval.

Executed this 12th day of February, 2016 by:

For the City of Yakima



Jeff Cutter
Interim City Manager

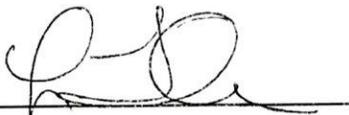


Dominic Rizzi Jr.
Chief of Police

For the Yakima Police Patrolman's Assoc.



Ira Cavin
Chairman



Lyn Thorn
Secretary

CITY CONTRACT NO: 2015-088 Addendum 3
RESOLUTION NO: R-2015-050

Temporary Modified-Duty Assignments

1056.1 PURPOSE AND SCOPE

This policy establishes procedures for providing temporary modified-duty assignments. This policy is not intended to affect the rights or benefits of employees under federal or state law, City rules or current collective bargaining agreements or memorandums of understanding. For example, nothing in this policy affects the obligation of the Department to engage in a good faith, interactive process to consider reasonable accommodations for any employee with a temporary or permanent disability that is protected under federal or state law.

1056.2 POLICY

Subject to operational considerations, the Yakima Police Department may identify temporary modified-duty assignments for employees who have an injury or medical condition resulting in temporary work limitations or restrictions. A temporary assignment allows the employee to work, while providing the Department with a productive employee during the temporary period.

An employee who is granted a modified duty assignment is not entitled to any special pay that is no longer applicable for the modified duty assignment (i.e. SWAT, negotiator, motorcycle, shift differential) beginning in the employees first full month of modified duty.

1056.3 GENERAL CONSIDERATIONS

Priority consideration for temporary modified-duty assignments will be given to employees with work-related injuries or illnesses that are temporary in nature. Employees having disabilities covered under the Americans with Disabilities Act (ADA) or the Washington Law Against Discrimination shall be treated equally, without regard to any preference for a work-related injury.

No position in the Yakima Police Department shall be created or maintained as a temporary modified-duty assignment. Temporary modified-duty assignments are a management prerogative and not an employee right. The availability of temporary modified-duty assignments will be determined on a case-by case basis, consistent with the operational needs of the Department. Temporary modified-duty assignments are subject to continuous reassessment, with consideration given to operational needs and the employee's ability to perform in a modified-duty assignment.

Employees from the Patrol Division will be assigned to the Services Section when granted modified duty. Employees from other Divisions may be allowed to remain in their Division during the period of modified duty, provided that they are able to perform the majority of their normally assigned duties.

The Chief of Police or the authorized designee may restrict employees working in temporary modified-duty assignments from wearing a uniform, displaying a badge, carrying a firearm, operating an emergency vehicle, engaging in outside employment, or being otherwise limited in employing their peace officer powers.

1056.3.1 LIMITATIONS

The Department will maintain a limit on the number and duration of available modified duty assignments for non-work related injuries, not to include pregnancy, as follows:

- (a) Limited to 2.75% of total authorized commissioned employee maximum (using simple rounding) at a time for non-work related restrictions. In no case shall the number of assignments total more than 3.5% of total authorized commissioned employees, unless all are work related. In the event the number of employees requesting modified duty exceeds the above allowance, bumping of positions will take place first on a voluntary basis and then by reverse seniority.
- (b) Employees who have been granted a modified duty assignment due to a work related restriction have priority for modified duty assignments, even if it requires revoking an already granted assignment for a non-duty restriction employee.
- (c) An employee is eligible for a cumulative total of six months modified duty assignment for a non-work related restriction, in a running four year period.

1056.4 PROCEDURE

Employees may request a temporary modified-duty assignment for short-term injuries or illnesses. Employees seeking a temporary modified-duty assignment should submit a written request to their Division Commanders or the authorized designees. The request should, as applicable, include a certification from the treating medical professional containing:

- (a) An assessment of the nature and probable duration of the illness or injury.
- (b) The prognosis for recovery
- (c) The nature and scope of limitations and/or work restrictions.
- (d) A statement regarding any required workplace accommodations, mobility aids or medical devices.
- (e) A statement that the employee can safely perform the duties of the temporary modified-duty assignment.

The Division Commander will make a recommendation through the chain of command to the Chief of Police regarding temporary modified-duty assignments that may be available based on the needs of the Department and the limitations of the employee. The Chief of Police or the authorized designee shall confer with the Human Resources Department or the City Attorney as appropriate. Requests for a temporary modified-duty assignment of 20 hours or less per week may be approved and facilitated by the Watch Commander or Division Commander, with notice to the Chief of Police.

1056.5 ACCOUNTABILITY

Written notification of assignments, work schedules and any restrictions should be provided to employees assigned to temporary modified-duty assignments and their supervisors. Those assignments and schedules may be adjusted to accommodate department operations and the employee's medical appointments, as mutually agreed upon with the Division Commander. It is the policy of the Department to reassign employees who are pregnant upon request by the employee or when deemed necessary by the Department to temporary assignments that will not routinely expose the employee to potentially hazardous environments or activities.

1056.5.1 EMPLOYEE RESPONSIBILITIES

The responsibilities of employees assigned to temporary modified duty shall include, but not be limited to:

- (a) Communicating and coordinating any required medical and physical therapy appointments in advance with their supervisors
- (b) Promptly notifying their supervisors of any change in restrictions or limitations after each appointment with their treating medical professionals.

- (c) Communicating a status update to their supervisors no less than once every 30 days while assigned to temporary modified duty.
- (d) Submitting a written status report to the Division Commander that contains a status update and anticipated date of return to full-duty when a temporary modified-duty assignment extends beyond 60 days.

1056.5.2 SUPERVISOR RESPONSIBILITIES

The employee's immediate supervisor shall monitor and manage the work schedule of those assigned to temporary modified duty.

The responsibilities of supervisors shall include, but not be limited to

- (a) Periodically apprising the Division Commander of the status and performance of employees assigned to temporary modified duty.
- (b) Notifying the Division Commander and ensuring that the required documentation facilitating a return to full duty is received from the employee.
- (c) Ensuring that employees returning to full duty have completed any required training and certification.

1056.6 MEDICAL EXAMINATIONS

Prior to returning to full-duty status, employees shall be required to provide certification from their treating medical professionals stating that they are medically cleared to perform the essential functions of their jobs without restrictions or limitations

The Department may require a fitness-for-duty examination prior to returning an employee to full duty status, in accordance with the Fitness for Duty Policy.

1056.7 PREGNANCY

If an employee is temporarily unable to perform regular duties due to a pregnancy, childbirth or a related medical condition, the employee will be treated the same as any other temporarily disabled employee (42 USC § 2000e(k)). A pregnant employee shall not be involuntarily transferred to a temporary modified-duty assignment.

1056.7.1 NOTIFICATION

Pregnant employees should notify their immediate supervisors as soon as practicable and provide a statement from their medical providers identifying any pregnancy-related job restrictions or limitations. If at any point during the pregnancy it becomes necessary for the employee to take a leave of absence, such leave shall be granted in accordance with the City's personnel rules and regulations regarding family and medical care leave.

1056.8 PROBATIONARY EMPLOYEES

Probationary employees who are assigned to a temporary modified-duty assignment shall have their probation extended by a period of time equal to their assignment to temporary modified duty.

1056.9 MAINTENANCE OF CERTIFICATION AND TRAINING

Employees assigned to temporary modified duty shall maintain all certification, training and qualifications appropriate to both their regular and temporary duties, provided that the certification, training or qualifications are not in conflict with any medical limitations or restrictions. Employees who are assigned to temporary modified duty shall inform their supervisors of any inability to maintain any certification, training or qualifications