

COLLECTIVE BARGAINING AGREEMENT

by and between

CITY OF YAKIMA

and

YAKIMA POLICE PATROLMAN'S ASSOCIATION

Effective January 1, 2020 through December 31, 2023

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**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF YAKIMA
AND YAKIMA POLICE PATROLMANS ASSOCIATION**

THIS AGREEMENT, is made and entered into by and between the City of Yakima, Washington, hereinafter called the City, and the Yakima Police Patrolman's Association, hereinafter called the Association.

WITNESSETH:

WHEREAS, Chapter 41.56 of the Revised Code of Washington (hereinafter RCW 41.56) contemplates the execution of collective bargaining agreements between cities and collective bargaining representatives of government employees, the intent and purpose of such chapter being the promotion of the continued improvement of the relationship between the public employers and their employees by providing a uniform basis for implementing the right of employees to join labor organizations of their own choosing and to be represented by such organizations in matters concerning their employment relations with public employers, and

WHEREAS, the parties to this agreement recognize that benefits accrue to employees of the City by virtue of their Association membership, and that the best interests of the government and people of the City of Yakima are served by the City's official recognition of the Association,

NOW, THEREFORE, pursuant to RCW 41.56, and in accordance with the intent and purpose thereof, and for the purpose of promoting the morale, well-being and security of the employees of the Yakima Police Department represented by the Association, and for the purpose of promoting the general efficiency of the government of the City of Yakima, the parties hereto agree as follows:

ARTICLE 1 - RECOGNITION OF ASSOCIATION/BARGAINING UNIT

The City hereby recognizes the Association as the exclusive bargaining representative of employees within the bargaining unit, which consists of all full-time regular police officers, including probationary police officers, of the Yakima Police Department except those persons appointed to positions above the rank of Sergeant.

ARTICLE 2 - COLLECTIVE BARGAINING REPRESENTATIVES

Collective bargaining between the parties shall be carried out by the City Manager, or his/her designates, on behalf of the City Council, and a person or persons representing the Association. The Secretary of the Association shall notify the City Manager in writing of the names of the person or persons representing the Association for collective bargaining purposes and the City Manager shall notify the Association of his/her designates in a similar manner.

ARTICLE 3 - ASSOCIATION MEMBERSHIP/PAYROLL DEDUCTIONS

Section 1 - Association Membership

Each employee within the bargaining unit is eligible to become and remain an Association member. However, active Association membership shall not be open to those employees of the Yakima Police Department permanently appointed to the positions excepted from the bargaining unit by Article 1 of this Agreement. In the event an Association member is permanently appointed to any position

excepted from the bargaining unit, active Association membership shall thereupon be closed to him/her and he/she shall immediately discontinue active Association membership.

Section 2 - Payroll Deductions

The City agrees to deduct Association membership fees, dues and other assessments by the Association against its members within the bargaining unit from the pay of those members who authorize the City to do so in writing. The Secretary of the Association shall forward signed authorization cards to the Finance Officer of the City setting forth the amounts to be deducted from the pay of each such person. The City shall transmit to the Treasurer of the Association the aggregate of such deductions during each calendar month, together with an itemized statement, on or before the 20th day of each month following the month for which such deductions are made. The monthly transmittal shall include a list of all employees assigned to the unit including those that have not presented authorization cards. In the event the City receives a written notice, signed by any person from whose pay such deductions are being made, that no further deductions are to be made, the City shall direct the employee to the Association. The City shall notify the Secretary of the Association and forward a copy of the notification no later than the next working day after the receipt of such notice. Dues shall cease sixty (60) days from notice. The Association agrees to defend, at the expense of the Association, any claim, allegation, cause of action, or lawsuit against the City arising from the above cited deductions or the transmittal of such deductions to the Association, except one brought by the Association for failure of the City to comply with the terms of the Agreement.

Section 3

If an employee for any reason does not wish to be a member of the Association, that employee may be subject to service fees as may be required by the Association as agreed upon between the employee and the Association.

Section 4

The Association will be given ninety (90) minutes to provide Association education to new employees within their first month of employment. Attendance by employee is optional. The education is designed to give the employee a more complete explanation of all of the benefits of Association membership.

ARTICLE 4 - NON-DISCRIMINATION

It is the policy of the City and the Association not to discriminate against any employees or applicants for employment because of race, color, religion, age, sex, physical, mental, or emotional handicap or national origin. It is not the intent of management to lower employment standards or hire individual's incapable of performing the required tasks of the job classification.

Nothing in this section shall prohibit the City from establishing bona fide occupational qualifications.

ARTICLE 5 - COLLECTIVE BARGAINING

Section 1

All matters pertaining to wages, hours and working conditions, except as otherwise provided in this Agreement, shall be established through the negotiation procedure.

Section 2

The Association shall submit to the City Manager and the City Manager shall submit to the Association a written proposal for any changes in matter pertaining to wages, hours, or working conditions desired for the successor contract. The written proposals of the Association shall be

submitted no later than the first business day of July of the last year of the agreement and the City's proposal shall be submitted within ten (10) business days of receipt of the Association's proposal. The Association's receipt of the City's proposal shall be considered the formal commencement of negotiations. The Association and the City shall follow the collective bargaining procedure set forth in RCW 41.56, unless they mutually agree to waive said procedure in whole or in part.

Commencement of mediation or arbitration as therein provided shall not prevent the parties from entering into negotiations seeking to resolve any differences during the pendency of mediation or arbitration. Any agreements reached during such negotiations shall be reported to the appropriate panel, and thereafter shall not be considered by said panel.

All agreements reached not otherwise included in this Collective Bargaining Agreement shall be reduced to writing in a separate Memorandum of Agreement which shall be signed by the City Manager or his designee and the Association's representative.

Section 3

One copy of the preliminary City Budget for each year shall be delivered to the Association or the Association shall be given written notice where it may obtain same, as soon as said preliminary budget is printed. One copy of the adopted annual budget shall be delivered to the Association or the Association shall be given written notice where it may obtain same, as soon as the adopted annual budget is printed.

ARTICLE 6 - GRIEVANCE PROCEDURE

Section 1 - Policy

The parties recognize that the most effective accomplishment of the work of the City requires prompt consideration and equitable adjustments of employee grievances. It is the desire of the parties to adjust grievances informally whenever possible, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there may be grievances which can be resolved only after a formal review. Accordingly, the following procedure is hereby established in order that grievances of employees covered by this agreement may be resolved as fairly and expeditiously as possible.

Section 2 - Grievance Defined

A grievance is a dispute involving the interpretation, application or alleged violation of any specific provisions of this Collective Bargaining Agreement.

Section 3 - Special Provisions

- (a) To be reviewable under this procedure, a grievance must be filed in writing within thirty (30) calendar days after the action or decision giving rise to the grievance.
- (b) The term "employee" as used in this Article shall mean the Association, individual employee, or group of employees, accompanied by a representative if so desired.
- (c) An Association officer and/or aggrieved party shall be granted time off without loss of pay for the purpose of processing a grievance.
- (d) The Association may initiate or process grievances with or without the consent of an individual employee.
- (e) A grievance may be entertained in or advanced to any step in the grievance procedure if the parties so jointly agree. In the event the grievance relates to discipline greater

than a verbal reprimand, the parties agree to forego the initial steps and file the grievance directly with the Chief of Police.

- (f) The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties involved at the step to be extended. Failure of either party to meet the time limit or extended time limit for responses or appeals shall render the decision in favor of the other party.
- (g) Any grievance shall be considered settled at the completion of any steps if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed period of time. If the grievance is not appealed as prescribed the issues shall be deemed withdrawn.
- (h) If an employee seeks a Civil Service Remedy then said employee waives all rights to use the grievance procedure. If an employee uses the grievance procedure then said employee waives all rights to use the Civil Service Procedures. No later than the thirtieth (30th) calendar day after the action or decision giving rise to the grievance, the employee must make an election of remedies as set forth in this section.

Section 4 - Procedure

- (a) Written Grievance to Division Commander
Within thirty (30) calendar days after an employee has been made reasonably aware of a wrongful act charged, an employee shall first reduce his/her grievance to writing and discuss it with his/her Division Commander. Said Commander or Designee shall make an investigation of the relevant facts and circumstances of the complaint and provide a written decision, and the reasons therefore, within thirty (30) calendar days. If the grievance is delegated to a Designee, such designation shall be acknowledged in the written response.
- (b) Grievance Appealed to Police Chief
An employee who is dissatisfied with the decision of the Division Commander may submit the grievance in writing within thirty (30) calendar days to the Police Chief. In the event the grievance begins with the Police Chief, the employee must file the grievance in writing within thirty (30) calendar days after the action or decision giving rise to the grievance. The Police Chief or Designee shall make a separate investigation and notify the employee in writing of his/her decision, and the reasons therefore, within thirty (30) calendar days after receipt of the employee's grievance. If the grievance is delegated to a Designee, such designation shall be acknowledged in the written response.
- (c) Grievance Appealed to City Manager
An employee who is dissatisfied with the decision of the Police Chief may request a review by the City Manager by submitting a written request to him/her. Such request shall be submitted within thirty (30) calendar days after receipt of the decision from the Police Chief. The City Manager or Designee shall make a separate investigation and notify the Employee in writing of his/her decision, and the reasons therefore, within forty-five (45) calendar days. If the grievance is delegated to a Designee, such designation shall be acknowledged in the written response.

(d) Arbitration

The Association shall notify the City Manager within forty-five (45) calendar days of the date the City Manager issues his/her decision in Section 7(4)(c) of this Collective Bargaining Agreement if the Association desires to submit the grievance to arbitration as the final step in the grievance procedure. In the event the parties are unable to mutually agree upon an arbitrator, either party may request a list for thirteen (13) qualified arbitrators from the Public Employment Relations Commission. The parties shall select an arbitrator from the applicable list by mutually agreeing to an arbitrator or by alternately striking names. The parties shall flip a coin to decide who starts the striking process. The final name left on this list shall be the arbitrator. The arbitrator's decision shall be final and binding but the arbitrator shall have no power to alter, modify, add to or subtract from the terms of this agreement. The cost of the arbitrator shall be borne equally between the City and the Association. The City and the Association will pay their own remaining costs of arbitration, including their own attorneys' fees, witness fees, expert fees, and any other fees as well as costs, regardless of the outcome.

ARTICLE 7 – UNION LEAVE

Section 1 – Business Leave

- (a) Members representing the Association, not exceeding three (3) in number, shall be granted leave from duty without any loss of pay during the pre-impasse period as provided in RCW 41.56, for all meetings between the City and the Association 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.
- (b) Members representing the Association, not exceeding three (3) in number, shall be granted leave from duty without any loss of pay during the post-impasse period as provided in RCW 41.56, for meetings between the City and the Association for purposes of interest arbitration hearings when such activities take place at a time during which any such members are scheduled to be on duty.
- (c) Such officers and members of the Association as may be designated by the Association, not to exceed two (2) in number at any one time, shall be granted leave from duty with pay for Association 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 three (3) weeks prior thereto to the Police Chief, and provided further that the total leave for the entire bargaining unit for the purposes set forth in this section shall not exceed twenty (20) days in any fiscal year based on current shift hours. For example, a Union member whose regular shift is 10 hours per day would be entitled to twenty (20) days of leave at ten (10) hours per day for a total of 200 hours per year.
- (d) Officers and members of the Association on business leave, either paid or unpaid, will list the date, place and nature or reason for leave on Association letterhead to the Police Chief, to enable the Police Chief to verify the legitimacy of such absence.

Section 2 – City Owned Equipment and Supplies

An Executive Board Member may utilize city owned/operated equipment to communicate with the Association and/or Management for the exclusive purpose of administration of this Agreement. Such use will:

- (a) Comply with the City, Computer Use Policy – ADM 1-400
- (b) Result in little or no cost to the City;
- (c) Not interfere with the performance of their official duties;
- (d) Not distract from the conduct of City business;
- (e) Not disrupt other City employees and will not obligate other employees to make a personal use of City resources;
- (f) Not compromise the security or integrity of City information or software; and
- (g) Not include the making of long-distance telephone calls, except by the use of a personal calling card during a break;
- (h) Limited use of printer and copiers.

The Association, its members, and its Executive Board Members will not use City equipment for Association organizing or advocating for or against the Association in an election.

Section 3 – Meetings

Executive Board Members may be released during normal working hours to attend meetings scheduled for the following:

- (a) Grievance meetings, including attempts at informal resolution;
- (b) Investigatory interviews in accordance with Article 10, Employee Rights;
- (c) Pre-disciplinary and disciplinary meetings;
- (d) Other hearings and meetings related to contract administration.

Section 4 - Authorized Work Time

Executive Board Members shall be allowed release time while on duty to discuss grievances and/or disciplinary matters with Association members, provided that such discussion does not unreasonably interfere with the work and duties of the employees involved and provided the Board Member will notify his/her supervisor and receive prior approval, which shall not be unreasonably denied.

Section 5 - Identification of Executive Board Members

The Union will provide the Police Chief and the Director of Human Resources with a written list of current Executive Board Members. The Union will notify the Police Chief and the Director of Human Resources of any and all changes of Executive Board Members within ten (10) calendar days of the change. The Employer will not recognize an employee if his/her name does not appear on the list.

ARTICLE 8 - ASSOCIATION REPRESENTATIVE ASSIGNED DAY SHIFT

To assist the City during the term of contract negotiations, the Association Chairman, if a member of the negotiating committee, shall be assigned to an appropriate day shift. During the balance of the term of the contract the Association shall submit to the Police Chief a list of not less than three (3) names of members (which may include the Chairman), authorized to handle a grievance, and the Police Chief shall schedule at least one (1) of these on an appropriate day shift.

ARTICLE 9 - MANAGEMENT RIGHTS

The City recognizes that the exercise of management rights shall not conflict with specific provisions of this agreement. The Association recognizes the exclusive right and prerogative of the City to make and implement decisions with respect to the operation and management of the Yakima Police Department. Such rights and prerogatives include, but are not limited to, the following:

- (a) Establish, plan for, and direct the work force toward the goals of the City with regard to police services.

- (b) Determine the organization, and the merits, necessity and level of activity or service provided to the public.
- (c) Determine the City budget and financial policies including accounting procedures.
- (d) Determine the procedures and standards for hiring and promotion consistent with Civil Service rules and regulations and the City Charter. However, if the Employer seeks to change Civil Service rules, then the parties will bargain about those changes.
- (e) Determine and direct, from time to time, transfers and assignments of personnel to and from different duties, responsibilities and/or Departments.
- (f) Decision to lay off personnel due to lack of work, lack of funds or reorganization.
- (g) Discipline personnel for just cause.
- (h) Determine and direct, from time to time, the retention or discontinuance of positions and classifications.
- (i) Determine, from time to time, job descriptions, duties of personnel and job classifications.
- (j) Determine the methods, means, equipment, numbers and kinds of personnel necessary to effectively and efficiently provide police and related services to the public.
- (k) Determine and change the number and locations and types of operations, processes and materials to be used in carrying out all City functions.
- (l) Assign work to and schedule employees in accordance with classifications and position descriptions, and to establish and change work schedules in accordance with Article 12.
- (m) Take necessary actions to carry out the mission of the City in emergencies. An emergency is defined as a sudden, unforeseen event which threatens the public health or safety.
- (n) Assign incidental duties reasonably connected with but not necessarily enumerated in job descriptions which shall nevertheless be performed when requested to do so by the Employer.

The exercise of management rights shall not interfere with the Association's statutory right and duty to be the exclusive representative for bargaining unit employees.

ARTICLE 10 - EMPLOYEES' RIGHTS

No employee shall, by reason of his/her employment, be deprived of any rights or freedoms which are afforded to other citizens of the United States by the United States Constitution.

The employee will be required to answer any questions involving non-criminal matters under investigation. Prior to any questioning, the employee will be notified in writing and acknowledge receipt of the following:

"You are about to be questioned as part of an internal investigation being conducted by the Police Department. You are hereby ordered to answer the questions which are put to you which relate to your conduct and/or job performance and to cooperate with this investigation. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding."

Section 1 - Discipline and Discharge

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. Any disciplinary action imposed upon an employee may be the basis for a grievance through the regular grievance procedure.

Disciplinary actions or measures shall include the following: verbal reprimands; written reprimand; transfer for disciplinary reasons; suspension; demotion, or discharge. Discipline shall be progressive in nature where appropriate.

Where discipline consists of a verbal reprimand alone the employee is limited to the grievance procedure outlined in subsections (a) of Article 6, Section 4 of this Agreement. Such verbal reprimands are not subject to investigation and review by the Police Chief and the City Manager pursuant to subsections (b) and (c) and are not subject to arbitration pursuant to subsection (d) of Article 6, Section 4 of this Agreement.

Section 2 - Bill of Rights

All employees within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Police Officers Bill of Rights." The wide-ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the actions of members of the force. These questions often require an immediate investigation by superior officers designated by the Police Chief. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

(a) Notification of formal internal investigation

Investigations shall be commenced within forty-five (45) calendar days of the date notification of the alleged violation is made to a Lieutenant or above. Within (3) calendar days after the Department assigns an internal investigation number to an administrative investigation, any employee who is the subject of the complaint shall be informed in writing of the nature of the investigation, and advised of the rights of the employee unless notification may prejudice the integrity of the investigation. If the employee is on days off or leave when the internal investigation number is drawn, the Department will notify the employee within (3) calendar days of their return to duty. Any employee who is the subject of the complaint shall be informed in writing of the nature of the investigation and advised of the rights of the employee at least twenty-four (24) hours before any interview of the employee begins. The affected employee may waive the requirement to wait twenty-four (24) hours. Written notice shall include sufficient information necessary to reasonably apprise the employee of the allegations of such complaint. No employee will be interviewed over a subject that the employer knows or should know will result in an economic sanction without providing the notice required by this subsection. The Association shall be provided with written copies of all notices and extensions provided to the employee.

(b) Recording Interviews

The Association stipulates that the interview of an employee during an investigation shall be audio recorded and a copy provided to each party

1. Upon mutual agreement between the City and the Association representative, including agreement on the placement of the audio-visual equipment, the interview of an employee may be audio-visually recorded. Upon request, the City will provide a copy of the audio-visual recording to the Association representative immediately or within twenty-four (24) hours following the completion of the interview.
 2. Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise.
 3. The interview, which shall not violate the employee's constitutional rights, shall take place at the Yakima Police Department to include the Internal Affairs Lieutenant's office, except where impractical. The employee shall be afforded the opportunity and facilities to contact and consult privately with an attorney of the employee's own choosing and/or a representative of the Association. Said employee's attorney and/or Association representative and/or Association attorney may be present during the interview but shall not participate in the interrogation except to counsel the employee, provided that the Association representative, employee attorney or Association attorney may participate to the extent permitted by the law.
 4. The questioning shall not be overly long and the employee shall be entitled reasonable intermissions as the employee shall request for personal necessities, meals, telephone calls and rest periods.
- (c) Prior to the disclosure of investigation made in subsection (g) of this section, the employee shall not be subjected to any offensive language, nor shall the employee be threatened with dismissal, transfer, or other disciplinary punishment as a guise to obtain the resignation of the employee nor shall the employee be intimidated in any manner. No promises or reward shall be made as an inducement to answer questions. This provision does not apply to probationary employees.
- (d) It shall be unlawful for the City to require any employee covered by this agreement to take or be subjected to any polygraph or any polygraph type of examination as the condition of continued or continuous employment or to avoid any threatened disciplinary action.
- (e) Disclosure of Investigation
Except in the event of good cause, investigations shall be completed within seventy-five (75) days of the members' official notification that a formal internal investigation is being conducted. An employee who is the subject of an investigation shall be provided written notice if the investigation is not concluded within seventy-five (75) calendar days of the notification given per Article 10, Section 2 (a). The notice shall include a projected completion date and a brief description of the good cause basis for the delay. After the first notice, the employee and the Association shall be provided further notice of extensions at thirty-day intervals. The proceeding requirement does not apply to criminal investigations.

No later than seven (7) calendar days prior to a pre-disciplinary hearing, the employee and the Association shall be advised of the results of the investigation and the recommended disposition and shall be furnished a complete copy of the investigation report, provided that the Employer is not required to release statements made by

persons requesting confidentiality where the request was initiated by such persons, and provided further, such confidential statements may not be relied upon to form the basis of discipline. The Association may request additional time to perform an independent investigation prior to the pre-disciplinary hearing. The Association shall be allowed up to thirty (30) calendar days from receipt of initial pre-disciplinary hearing notice with additional time for good cause. The employee and any representative of the employee are prohibited from contacting any witnesses or complainants in the investigation until such time as the disclosure of investigation described in this subsection occurs. This shall not restrict any designated YPPA representative of the employee from contacting and interviewing other YPPA members concurrent to the investigation being conducted by the City pursuant to the Public Employment Relations Commission decision 11863 – PECB (Washington State Patrol Troopers Association v State – Washington State Patrol). A copy of the final outcome documentation of the investigation will be sent to the YPPA union office upon completion.

(f) Definition of Disciplinary Day

For the purposes of discipline, one (1) day of discipline shall be equivalent to eight (8) hours of compensation/time.

(g) Use of Deadly Force Situations

When an employee, whether on or off duty, uses deadly force which results in the injury or death of a person, or discharges a firearm in which no injury occurs, the employee shall not be required to make a written or recorded statement for forty-eight (48) hours after the incident except that immediately following the incident the employee shall verbally report to a superior a brief summary of the incident and any information necessary to secure evidence, identify witnesses, or apprehend suspects in accordance with the form attached as Appendix D. The affected employee may waive the requirement to wait forty-eight (48) hours.

(h) Psychological or Medical Evaluations

When 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 Chiefs of Police, the American with Disabilities Act, and other applicable State or Federal Laws. Consultations with the City's Employee Assistance Program are not considered psychological or medical examinations.

(i) Personnel Records

The Police Department shall maintain only one working personnel file for each employee. The City Human Resources Division will retain the permanent personnel file. This does not preclude a supervisor from maintaining notes, which the employee may view upon request, during business hours, regarding an employee's performance, or the Department from maintaining computerized records relating to training, promotion, assignment, or similar data.

1. Annual employee evaluations and records of disciplinary action resulting in demotion or the loss of time or pay in the amount of forty (40) hours or more shall be retained permanently. All other records of disciplinary action shall be retained in an employee's Department personnel file for a period of not more than three (3) years, provided that if an employee's personnel record indicates a pattern of similar types of discipline, all such records may be retained until a period of three (3) years has elapsed during which there has been no further disciplinary action for the same or similar behavior. Records retained in an employee's Department personnel file

longer than provided in this section shall be inadmissible in any proceedings concerning disciplinary action of that employee.

2. Upon receiving a request for all or part of a personnel file, the affected employee shall be notified of the request, and the information shall not be released for a period of three business days from the time of said notification, except upon service of a court order or subpoena properly recorded and signed by a judge or magistrate demanding immediate release. The City Attorney or designee will advise the Department in all matters pertaining to the release of information contained in a personnel file.

(j) Drug Testing

See attached Appendix B, the City of Yakima Police Department Drug and Alcohol Testing Policy.

- (k) In the event of a layoff as provided for in Article 35, or a resignation or involuntary separation from service due a documented disability under RCW 49.60, the Americans with Disabilities Act, or other applicable disability law, resulting in the employee's inability to retain maintain fitness for duty, said employee shall be placed on a re-employment register for two (2) years from the date of separation.

- (l) In the event of a fitness for duty termination, upon verification that the employee is fit for duty the employee shall be subject to recall in the same manner provided for in the Police Civil Service Rules as are other employees on the re-employment register. The Employer retains the right to conduct its own medical examinations consistent with this agreement and the ADA, for the purpose of ascertaining the officer's fitness for duty. For the purposes of seniority and years of service calculations, employees re-employed through this process, who were terminated as the result of a lay off or fitness for determination shall be credited for applicable service time with a tolling for the period of discharge.

ARTICLE 11 - WAGES

Section 1 - Base Monthly Salary Schedule

Effective January 1, 2020 the base wage shall be increased by 4.5%.

Effective January 1, 2021 the base wage shall be increased by 4.5%.

Effective January 1, 2022 the base wage shall be increased by 5.5%.

Effective January 1, 2023 the base wage shall be increased by 5.5%.

The top step Corporal monthly wage will be established and maintained at 7% above the top step Police Officer monthly wage.

Effective 1/1/2023: The top step Sergeant monthly wage will be established and maintained at 16% above the top step Police Officer monthly wage.

Section 2 – Policy for Pay Steps

The following shall be the general policy with respect to the use of the pay steps within salary ranges:

- (a) The minimum rate of pay for a class shall be paid to any person on his original appointment, except appointments at a salary rate above the minimum may be authorized by the appointing authority when necessary to fill positions in "shortage" occupations or when necessary to recruit applicants with exceptional qualifications. Lateral hires with 2 years of more of experience (after the academy) within the last 3 years shall be appointed at step C.
- (b) The basic salary range shall consist of five steps to be known as Steps-A, B, C, D, and E. An employee, shall normally be advanced to the next higher step six months after the date of hiring or promotion and to the succeeding steps at one-year intervals, providing that employee's work has been satisfactory and the employee is making normal progress on the job. For purposes of computing the length of time for eligibility for within-range increases, the period of all leaves of absence without pay shall not be included except to the extent required by law. In order to simplify the preparation of payrolls, eligibility for within-range salary increases shall be computed in the manner heretofore set forth; provided, however, that upon an eligibility date falling on or before the fifteenth day of the month, such increase shall become effective as of the first day of the month; and provided further, that upon an eligibility date falling on or after the sixteenth day of the month, such increase shall become effective as of the first day of the following month.

Section 3 – Promotion and Demotion Wage Adjustments

When an employee is promoted, demoted or reinstated, the employee's rate of pay for the new position shall be determined as follows:

- (a) Promotion
An employee promoted to a position in a class having a higher pay range shall receive a salary increase as follows:
 - 1. If the employee's rate of pay in the lower class is below the minimum salary of the higher class, the employee's rate of pay shall be increased to the minimum rate of the higher class.
 - 2. If the employee's rate of pay in the lower class falls within the range of pay for the higher class, the employee shall be advanced to the pay step in the higher range which is next higher in amount above the employee's pay before promotion.
 - 3. In the case of promotion, within-range increases shall be granted in accordance with subsection 3(b) of Article 11.
- (b) Demotion
An employee demoted from a position in one class to another class having a lower pay range shall receive a salary decrease.
 - 1. If the rate of pay of the employee in the higher class is above the maximum salary for the lower class, the employee's rate of pay will be decreased to the maximum rate of the lower class.
 - 2. If the rate of pay of the employee in the higher class is within the pay range of the lower class, the employee's rate of pay shall be reduced to the next lower pay step in the range.

Section 4 - Longevity

Commissioned Police Officers, Corporals and Sergeants of the City 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 |

Section 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.

Section 6 – Direct Deposit

Direct deposit shall be allowed to a banking institution of the employee's choice.

ARTICLE 12 - SHIFT HOURS

Section 1 – Schedules

- (a) Patrol
The Police Department and the Association jointly agree to a ten (10) hour and forty (40) minute shift plan for Officers assigned to work the normal patrol shifts (not a specialty assignment) pursuant to Appendix "A". Shift schedule starting and ending times may vary by no more than fifteen (15) minutes. Shift hours are set as follows:

A Squad 0630-1710
B Squad 0950-2030
C Squad 1600-0240
D Squad 2020-0700

Any elimination of shifts or adjustment of other shift times by more than 15 minutes will only be done by mutual agreement of both parties. The Association agrees to allow the Chief of Police to set staffing for B squad based on the operational needs of the department, including not filling the squad. Any anticipated changes to the staffing levels for B squad will be announced during shift bid of each year.

(b) Criminal Investigations Division

Members of the Association assigned to the Major Crimes Unit, Special Assault Unit and Property Crimes Unit shall maintain a nine (9) or ten (10) hour shift plan with shift hours based on operational needs, except in the event of an emergency. Ninety (90) day notice will be provided for permanent shift plan changes.

(c) Canine Handler

Officers assigned as a canine handler will maintain a nine (9) hour and forty (40) minute plus one (1) hour of canine care time for each regularly scheduled shift plan as outlined in the "Canine Schedule" but to address the issues of additionally mandated and authorized training requirements, may be assigned shift hours different than those developed for the Gold and Blue Patrol Teams. Shift hours will be established prior to the start of each calendar year, and shall be maintained for the year. Nothing shall preclude management from adjustment of Canine handler shifts in accordance with other articles of the current Collective Bargaining Agreement.

(d) Canine Care

Canine Handler compensation for duties not directly related to law enforcement, and meets requirements under the Fair Labor Standards Act. The 'canine care' pay code in TAMS will be used to add the one (1) hour of 'canine care' to each regularly scheduled shift. Canine care is to compensate officers for time spent performing dog handling duties separate and apart from those while on-duty and includes, but is not limited to, time required for feeding, grooming, training, exercising, transporting, obtaining routine veterinary care, purchasing food and supplies.

If for any reason the City or the Association has a concern about the shift hours described in this section, the City and the Association agree to attempt to resolve the issue in a cooperative fashion.

For all other bargaining unit employees, the Employer reserves the right to implement, from time to time, eight (8), nine (9), and/or ten (10) hour shift plans, per past practices. If the Employer decides to modify these plans, from time to time, the Employer will provide notice of such change in accordance with Article 27 to the affected employee(s) except in the event of an emergency. In the event of an emergency, the Employer will provide as much notice as practicable.

For all other bargaining unit employees, and in the event the Employer intends to implement changes in shift plans for duty assignments of more than three (3) months in duration, the Employer agrees to review the impacts of such long-term shift changes with the Association prior to their implementation.

For any bargaining unit member working a ten (10) hour and forty (40) minute shift, the regular work period for that member shall be twenty-eight (28) days and the regular hours of work during that twenty-eight (28)-day period shall not exceed one hundred seventy-one (171) hours.

For any bargaining unit member working a nine (9) hour shift, the regular work period for that member shall be fourteen (14) days and the regular hours of work during that fourteen (14)-day period shall not exceed eighty-six (86) hours.

For any bargaining unit members working a ten (10) hour shift, the regular work period for that member shall be twenty-one (21) days and the regular hours of work during that twenty-one (21)-day period shall not exceed one hundred twenty-eight (128) hours.

Section 2 - Shift Bidding

- (a) Shift hours shall be assigned by seniority bidding for all bargaining unit members excluding probationary officers and shall be for a period of one calendar year. Seniority shall be as defined in Article 14. Bidding shall occur during the month of November or December of each year. Employees may bid for both shift and team, provided that the City may assign an employee to the opposite team on a shift at the time of the bidding process for a legitimate reason. In the event that reassignment during the course of the year is required, officers assigned to patrol shall fill existing vacant slots. The City retains the right to move an officer to a different team for good cause, with advance notice to the affected officer(s). Unless it is not possible, the good cause reassignment should be to the same shift.
- (b) The order of shift bidding will be by rank, with Officers bidding first, then Corporals and finally Sergeants.
- (c) Police Officers assigned to the CRU SWAT team shall only be allowed to bid a maximum of two officers per shift, per team. This shall not include Corporals or Sergeants.
- (d) Annual shift change shall take place in February of the following year.

Section 3 – Shift Exchanges

- (a) Police Officers or Sergeants may have another fully qualified bargaining unit employee (in like position) substitute for them by performing work in the same capacity for the employee's entire work day, or portion thereof, provided the substitution does not interfere with the operation of the Department, and is preapproved in advance by the Watch Commander, whose approval will not be unreasonably withheld.
- (b) Hours worked by the substitute employee shall be excluded by the City in the calculation of hours for which the substitute employee would otherwise be entitled to compensation, including overtime compensation.
- (c) If a substitute employee works another employees scheduled work shift in accordance with this Section, then the hours worked by the substitute employee shall only be counted as hours worked by the employee who was originally scheduled to work that shift.
- (d) It is expressly understood that as a result of approving a voluntary request to exchange shifts, the City will not incur any overtime liability.

Section 4 - Overtime

- (a) Work performed in excess of the regularly scheduled work day or work week shall be considered overtime and such time shall be compensated at the rate of time and one half (1 ½), provided that Community Service Officers and Narcotics Investigators shall be compensated at the overtime rate only when hours are worked in excess of the regularly scheduled work week.
- (b) Court time and Callout. Officers called to duty outside the regularly scheduled shift or required to attend court outside their regularly scheduled shift shall be compensated with a minimum of three (3) hours at the overtime rate. This includes instances in which officers are under subpoena to testify in a telephonic court or administrative hearing. Hours worked beyond this minimum shall be compensated at the overtime rate.

A member who has been scheduled to attend court is entitled to three (3) hours of overtime pay if the court appointment is cancelled any time after 1200 (noon) the prior business day of the appointment. Members cancelled from court prior to that time are not entitled to compensation.

- (c) Officers called to work within thirty (30) minutes of their scheduled shift start time are not entitled to call out time, and will be compensated by overtime only for the actual amount of time they worked prior to shift start. Hours worked beyond, but concurrent with, an employee's scheduled shift shall not be considered callout time.
- (d) Off duty self-initiated police activity is not considered call out time, but will be compensated at a time and one-half rate.
- (e) Members are not permitted to schedule personal leave, or other compensatory time off for the purpose of working City funded overtime assignments during their regularly scheduled duty hours. This shall not apply to members who are working overtime during their pre-scheduled annual vacation leave, or members working overtime assignments funded or reimbursed from a source other than the City.
- (f) Members who are required to take work related telephone calls outside of their scheduled work hours are entitled to overtime pay under the following conditions. The telephone call must exceed 5 minutes and the call must have been authorized by a Lieutenant or higher rank within the Department. The minimum amount of compensation for a work-related phone call in these circumstances is one half an hour.

Section 5 – Comp Time

Compensatory time is defined as time off in lieu of overtime, including but not limited to, time off in lieu of paid overtime for court or callout time. All accrued compensatory hours shall be cashed out on a quarterly basis.

Section 6 - Daylight Savings Time

In the event a member's shift is shortened by one hour due to daylight savings time, that member will be required to submit a leave request for that hour. In the event a member's shift is lengthened by one hour due to daylight saving time the member is entitled to compensation for that hour.

ARTICLE 13 - VACATIONS

Police Officers, Corporals and Sergeants shall be granted annual vacation as follows:

| | |
|---|---|
| After one (1) full year of employment | 7.42 hours per month (Forty (40) hours may be taken after six months of employment) |
| After two (2) full years of employment | 8.75 hours per month |
| After five (5) full years of employment | 10.75 hours per month |
| After ten (10) full years of employment | 14.08 hours per month |
| After fifteen (15) full years of employment | 16.08 hours per month |
| After twenty (20) full years of employment | 16.75 hours per month |
| After twenty-five (25) full years of employment | 17.42 hours per month |

Section 1 – Lateral Vacation Accrual

New laterally hired employees with two (2) years or more of experience (after academy) within the last three (3) years shall be given credit for prior full years of service with their former employer when calculating vacation accrual rates.

Section 2 - Maximum Vacation Accrual

Said employees may accumulate vacation leave time in an amount equal to the vacation time the employee earns during two (2) years of service, according to the above schedule.

Section 3 –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 (City of Yakima Municipal Code provision in section 2.40.120).

Section 4 - Permissible Use of Vacation Accruals with Pay

- (a) Vacation leave accumulated at the end of six months of service may be taken in the seventh month and each month thereafter as accumulated.
- (b) Vacation leave must be taken at such time as the employee can be spared, but an employee will be allowed to take his leave when he desires if it is possible to schedule it at that time.
- (c) All vacation leave must be requested in advance and approved by the employee's department head.

Section 5 – Vacation Scheduling

- (a) Selection of annual vacation leave shall be by seniority as defined in Article 14.
- (b) Members shall select vacations within their own rank and squad.

- (c) Within the patrol division, a minimum of one (1) officer per squad shall be allowed annual vacation leave per work week. Within other specialty work units, one (1) officer will be allowed annual leave per work unit per assigned work week. The Police Chief, at his discretion, may authorize and increase the number of vacation slots available for officers to select from based on department need.
- (d) Members will select two weeks of annual vacation leave on the first selection round. On the second selection round, members will pick one week. During the third-round members may elect to pick one week if desired, but are not required to pick a fourth week.
- (e) During the year, a member may request an alternate or additional vacation due to unforeseen circumstances. The request shall be made in writing through the member's chain of command to the Division Commander. The member may appeal the Division Commander's decision directly to the Police Chief.
- (f) Members who are involuntarily transferred shall be allowed to keep their selected annual vacation weeks. In the event their previously selected vacation week falls on a regularly scheduled day off under their new schedule, the department will make every effort to accommodate the member in selecting a new week. If a member voluntarily transfers, the Department will make every effort to accommodate the member's previously selected annual vacation, however may change the vacation depending on staffing needs of the new assignment.
- (g) Employees may cancel scheduled annual vacation leave however, they must provide thirty (30) days' notice.
- (h) Promotions shall be treated as involuntary transfers for purposes of this Article.

Section 6 - Terminal Leave

- (a) A permanent employee, when leaving the service of the City and who has given at least two weeks' notice of his intention to leave, shall be compensated for vacation leave earned and accumulated to the date of separation.
- (b) No compensation for vacation leave shall be payable to any employee who terminates his employment or is terminated before he has completed six months of service.
- (c) Terminal leave shall be computed by multiplying the hourly rate in effect at the time of termination by the number of hours accumulated.

ARTICLE 14 - SENIORITY SYSTEM

A seniority roster will be maintained by the department's Police Chief, or his/her designate, and shall be used to schedule vacation leaves and days off. Scheduling days off shall be executed by the Police Chief, or his/her designate, as an administrative function. Seniority among officers shall govern priorities for vacation leave and days off.

For purposes of this Article, and for purposes of scheduling vacation leave and days off, seniority means a status of employee gained by continuous length of service and by rank, with an employee of higher rank having greater seniority than an employee of lower rank, and, as between employees of equal ranks, the employee with the longest continuous service in that commissioned rank having seniority, provided that: between employees of equal rank where one of the employees has been

demoted, the demoted employee's seniority shall equal his or her length of continuous service served in the rank demoted to plus any service in higher ranks.

Determination of Seniority Between Employees of Equal Rank with the Same Length of Continuous Service.

Seniority is established by the length of continuous service, starting with the date of hire.

If two (2) or more persons are hired on the same day, the score appearing on the entrance examination used for the appointment shall determine seniority, with the person obtaining the highest score to have the greatest seniority.

If two (2) or more persons have identical scores on the entrance examination, seniority shall be determined by the drawing of lots per Police Civil Service Rules and Regulations.

An employee within the bargaining unit who may feel aggrieved by the administration of such a seniority system shall seek his remedy by the grievance procedure provided in Article 6 of this Agreement.

ARTICLE 15 - HOLIDAY ASSIGNMENT

Where shift strength is reduced or increased on holidays, consistent with the needs of the City, assignments shall be offered to the most senior qualified officer within a work unit (e.g. squad) of the appropriate division. Except for an emergency, the City shall provide a minimum of forty-eight (48) hours' notice of any deviation from normal shift strength so that officers may plan the use of their time.

ARTICLE 16 - HOLIDAYS WITH PAY

(a) Members of this bargaining unit shall receive a bank of ninety-six (96) hours on January 1, of each calendar year. (Twelve holidays: 10 observed and 2 personal)

1. The following shall be recognized as observed 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 |
| 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 |

2. Officers assigned to shifts longer than eight (8) hours shall receive additional hours to correspond to the length of their assigned shift. For example, officers assigned to nine (9) hour shifts shall receive one hundred eight (108) hours, officers assigned to ten (10) hour shifts shall receive one hundred twenty (120) hours, and officers assigned to the ten (10) hour forty (40) minute shift shall receive one hundred twenty-eight point one seven (128.17) hours.
- (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 carry-over into successive calendar years.
 - (d) New members of the bargaining unit will receive holiday credits at the rate equivalent to the number of hours of their regularly assigned shift per observed holiday 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 hired.
 - (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.

ARTICLE 17 - UNIFORM CLEANING AND ISSUE

Section 1 – Uniform and Equipment Specifications Manual

The City shall pay for all necessary cleaning of uniforms for members of the bargaining unit as specified in the "Uniform and Equipment Specifications Manual". The City may determine, from time to time, where said uniforms shall be cleaned. Reasonable regulations concerning such cleaning may be adopted by the Police Department.

Uniform items and other apparel and collateral equipment will be supplied to each patrol officer with the commencement of employment and, consistent with current practice, replaced on an "as needed" basis.

The City agrees to adhere to the "Uniform and Equipment Specifications Manual" of the department policy manual, with respect to minimum equipment issuance.

Section 2 - Footwear Allowance

The City will provide a three hundred (\$300) dollar allowance every odd numbered year for the purchase or repair of approved footwear for officers assigned to units not eligible for a clothing allowance.

Section 3 - Firearm Purchase

The City and the YPPA will maintain the Memorandum of Understanding (MOU) covering the acquisition of AR-15 rifles for employees electing to purchase such rifles. Up to twenty-five percent (25%) of the bargaining unit each year are eligible for this benefit. The cost of the purchases shall be repaid by officers at a 0% interest rate over a two (2) year period in equal deductions from the employee's paycheck. Employees who terminate employment shall have the remaining unpaid balance removed from their final paycheck. Employees may have only one (1) personal agreement at a time.

ARTICLE 18 – PLAINCLOTHES CLOTHING ALLOWANCE

Police officers and police sergeants assigned to the Detective Division of the Police Department, and police officers and police sergeants assigned to the Administration and Services Divisions, when not required to wear a uniform in the performance of their assigned duties, shall be paid a monthly clothing allowance of eighty dollars (\$80.00) in lieu of an issued uniform. Additionally, the Chief of Police in his discretion may extend and/or discontinue, from time to time, the clothing allowance for police officers and police sergeants assigned to the SRO or any other police unit.

ARTICLE 19 - LIFE INSURANCE

The City shall provide one hundred fifty thousand dollars (\$150,000.00) group life insurance for each employee in the bargaining unit.

ARTICLE 20 - HEALTH INSURANCE

Section 1 - Medical, Vision and Dental Care Coverage

As identified in this agreement, medical, vision, and dental coverage shall be maintained for the duration of this agreement for covered bargaining unit employees, retirees and their dependents, provided that the parties may mutually agree to re-open the contract to address any issues regarding coverage. The Association may have up to two (2) non-voting representatives on the Health Plan Board as observers.

Section 2 - Health Care and Dental Coverage Premium Contributions

(a) **Employee Health Care Coverage**

LEOFF I and LEOFF II employee only health care coverage premiums shall be paid for by the City.

(b) **Dependent Health Care Coverage**

The City will share the monthly premium for dependent medical insurance with bargaining unit members. Members shall contribute on a monthly basis according to the following schedule:

| | |
|--|---------------|
| For employees with one dependent: | 0.5% of wages |
| For employees with two dependents: | 1.0% of wages |
| For employees with three or more dependents: | 1.5% of wages |

For purposes of this subsection, “wages” means the top step patrol officer wage during the month of contribution and “dependent” means a spouse, child, or other individual eligible for medical coverage under the City of Yakima’s Health Care Plan.

Effective July 1, 2012, the parties shall revise the health insurance program. On that date the YPPA plan design will be outlined as in the 2011 Healthcare Plan Report as Option C.

(c) **Dental Care Coverage**

The City shall pay the premium for active LEOFF I and LEOFF II employees and their dependents for dental care.

(d) **Retiree Coverage**

Retirees and dependents of retirees may remain in the group plan until they reach age 65 or, in the case of spouses of deceased retirees until they reach age 65 or remarry

whichever occurs first. Retirees and unremarried spouses of deceased retirees shall pay the premium (including dependents if enrolled) which shall be the same as the normal group rate assess for coverage of active City employees and dependents covered by this agreement. Premiums shall be paid by deduction from retirement checks paid to retired employees or their beneficiary.

Section 3 - Long Term Disability Coverage

The City will allow employees to use payroll deduction for their entire long-term disability coverage premium.

ARTICLE 21 - LIABILITY AND PHYSICAL DAMAGE INSURANCE

Section 1 - Liability Insurance

The City shall provide liability insurance, including false arrest insurance, for Association members covered by this Agreement while in the performance of their duties, with a minimum limit of Three Hundred Thousand Dollars (\$300,000.00) per occurrence; provided, however, nothing in this section shall prohibit the City from self-insuring that liability or false arrest insurance. The City shall defend and indemnify police officers in accordance with City of Yakima Resolution D-5820, dated September 18, 1990, a copy of which is attached hereto (Appendix C) and incorporated herein by this reference. The incorporation of the Resolution referenced above does not preclude the City from modifying the Resolution in accordance with the provisions of the first sentence of this section.

Section 2 - Defense Against Criminal Charges

The City shall, at the City's expense, defend any officer against any criminal charges brought against such officer for action occurring while acting in the official capacity as a Police Officer. The City's obligation to provide for such defense and/or defense costs shall terminate upon a conviction of a criminal law violation in Court. It shall be the obligation of the officer to pay for attorney's fees and costs associated with an appeal unless the appeal reverses a conviction in which case the City will reimburse the officer for attorney's fees and costs associated with the appeal. If such officer is found guilty and there is an entry of final, non-appealable judgment or conviction, it shall then be the responsibility of such officer to reimburse the City for all fees, expenses and costs related to the defense. If the officer is retried, the provisions of this article shall apply anew. If an outside attorney is hired to provide such defense, the City shall be notified of the identity of such attorney and an agreement with the City shall be reached concerning the fees to be charged by such outside attorney prior to the time that attorney is retained.

Section 3 - Physical Damage Insurance

The City shall provide full physical damage insurance on police vehicles, which insurance shall include police officers as insureds, or the City shall, in the alternative, become self-insured for such physical damage insurance. In either case the City waives any claim it may have against any police officer for physical damage to City property, but the City retains its right to discipline any employee for just cause.

ARTICLE 22 - DIFFERENTIAL PAY

Section 1 - Crisis Negotiations Team (CRU)

Members assigned to the CRU 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.

Section 2 - SWAT

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 3 - 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 4 - Investigative Assignment

Police Officers, Corporals and Sergeants assigned in writing by the Police Chief or designee to the Criminal Investigative Division, as Traffic Investigators, Narcotics Investigators, 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 6. 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 5 - 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 6 – Bilingual/Biliterate Pay

- (a) Employees who have a bilingual and/or illiterate capacity for the Spanish language and have achieved a passing score on the bilingual and/or biliterate skills examination administered by the Civil Service Chief Examiner or designee shall be eligible to receive:
 - 1. Employees who have Spanish bilingual capacity shall receive 3% of their base pay per month for their work in that capacity.
 - 2. Employees who have Spanish biliterate capacity shall receive 2% of their base pay per month for their work in that capacity.

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.

- (b) Should a language other than English, Spanish, be necessary for the conduct of official business of the Department by an officer who has successfully tested as bilingual in that language, the officer may be compensated bilingual pay for the month in which the service was needed.

Section 7 – American Sign Language (ASL)

Employees who have capacity for American Sign Language (ASL) and have achieved a passing score on a skills examination administered by the Civil Service Chief Examiner or designee shall receive 3% of their base pay for the month in which their work was needed in that capacity.

Section 8 – 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 9 - 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 10 – 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 11 – Gang Unit Pay

All members assigned to the Gang Unit shall be paid 5.0% of their current base pay in addition to their regular salary for each full month assigned to the Gang Unit. (This shall be inclusive of all other differentials i.e. detective, shift differential, etc.)

Section 12 – Notice of Specialty Openings

Notice of all openings for specialty positions will be posted.

Section 13 – K-9 Officers

Employees assigned to K-9 duty shall receive a premium equal to three percent (3%) of their current base pay and are eligible for shift differential pay outlined in Section 10 of this article.

Section 14 – 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 22, Section 1, 2, 6, 7, 8, 9, or 11. The City agrees to negotiate future changes in working conditions related to modified duty assignments.

ARTICLE 23 - SICK LEAVE

Section 1 - Accrual

LEOFF II employees shall accrue ten (10) hours of sick leave for each full calendar month of service with the City. Unused sick leave may be accumulated for an unlimited period; provided, however, that

LEOFF II employees shall be permitted to accumulate up to a maximum of 1200 hours of sick leave. For the purposes of this Article only, a day shall be equivalent to ten (10) hours.

On the first day of employment each newly hired permanent employee of the bargaining shall receive 120 hours twelve sick leave, subject to following restrictions:

- (a) No additional sick leave will be accrued during the employee's first year of employment.
- (b) Should the employee either voluntarily or involuntarily terminate employment during the first year and used sick leave hours equivalent to more than the number of months employed, the excess hours shall be deducted from the employee's accrued paid leave balance (i.e. vacation, compensatory, etc.)

LEOFF I employees shall not be entitled to sick leave benefits conferred by this chapter; provided, such employees shall be accorded leaves of absence as provided by Article 23, Section 5 Subsection C, items (4) and (5).

Section 2 - Permissible Use of Sick Leave

An employee eligible for sick leave with pay shall be granted such leave for the following reasons:

- (a) Personal illness or physical incapacity resulting from causes beyond employee's control;
- (b) Quarantine of employee due to exposure to a contagious disease;
- (c) On-the-job injuries - In the event an LEOFF II employee is unable to work due to an on-the-job injury, said employee will be compensated by being kept on salary (KOS) and will continue to earn their regular wages and benefits, provided the employee complies with all the provisions of the City policy (Directive 4-400). KOS status will extend for a period not to exceed six (6) months, or until the officer has been released by a physician to full duty, whichever is sooner. If, after six (6) months in a KOS status, the employee is unable to return to full duty, he or she will revert to the traditional Worker's Compensation time loss payment system in accordance with RCW 51.32.090. The employee will be allowed to make an election regarding their time loss according to City policy.
- (d) In the event of a death in the employee's immediate family and upon approval from a supervisor, the employee may use up to three days of paid bereavement leave per occurrence. "Immediate family" for purposes of this subparagraph means any husband, wife, parent, grandparent, child, grandchild, brother, sister, or registered domestic partner. Any request for use of sick leave beyond the 3 days must be pre-approved by the Police Chief or designee;
- (e) Serious injury or illness to members of employee's immediate family living with and dependent upon the employee, constituting an emergency or crisis; any sick leave granted for this purpose must be recommended by the Department head and approved by the appointing authority;
- (f) Illness and disability caused or contributed to by pregnancy, miscarriage, abortion or childbirth;
- (g) Sick leave shall not be allowed for any period of time that the employee is gainfully employed by another employer;

- (h) An employee will be entitled to use the employee's accrued sick leave to care for a child of the employee under the age of eighteen with a health condition that requires treatment or supervision or for a serious health condition or an emergency condition of a spouse, registered domestic partner, parent, parent-in-law, or grandparent.

Section 3 - Requirements for All Paid Sick Leave

- (a) Employees must report to the representative designated by the Department head the reason for the absence as far in advance of the starting of their scheduled work days as possible, but in no event shall this report be made later than the first day of absence.
- (b) Employees must keep their Department head informed of their condition if absence is of more than three (3) working days in duration.
- (c) For each absence an employee must submit upon the approved form an explanation of the reason for such absence consistent with federal and state law. A statement by the attending physician may be required if an absence by illness or injury extends beyond three (3) working days, or for each absence, if requested by the Department head.
- (d) Employees must permit home visits or medical examinations at the expense and convenience of the City consistent with federal and state law.

Section 4 - Enforcement of Sick Leave Provisions

- (a) Any failure to comply with the provisions of Section 3 shall be grounds for denial of sick leave with pay for the period of absence.
- (b) Misrepresentation of any material facts in connection with paid sick leave by any employee shall constitute grounds for suspension or discharge.
- (c) It shall be the responsibility of the Department head or designated representative to:
 - 1. Review all applications for sick leave and approve those which are bona fide and comply with the provisions of this section and forward same to the Personnel Division. The Personnel Officer shall not certify the payment of sick leave until the approved applications have been received, except that employees still absent at the end of a pay period may be certified for payment of sick leave by the Personnel Officer upon recommendation of the Department head as indicated by his signing the time sheet and subject to the receipt of an approved application for sick leave pay immediately upon the employee's return to work;
 - 2. Investigate any suspected abuse of sick leave;
 - 3. Withhold approval of sick leave pay in the event of unauthorized use;
 - 4. Initiate disciplinary action if, as a result of investigation, it is determined that an employee has been guilty of willful misrepresentation in a request for sick leave pay.

Section 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) No exchange of accrued sick leave for additional leave days or for cash will be granted for those employees with seven hundred and twenty (720) hours or less of accrued sick leave except:
 - 1. 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 fifty percent (50%) of the employee's current base pay and deposited into the employee's VEBA account. Employees with 30 years of service to the City of Yakima or more, hours will be exchanged for pay at the rate of one hundred percent (100%) of the employee's current base pay, up to the maximum amount of \$28,500.
 - 2. 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 twenty-five percent (25%) of the employee's current base pay and deposited into the employee's VEBA account. Honorable termination includes layoff for budget reasons, as well as resignation with proper notice.
 - 3. For employees with less than 30 years of service to the City of Yakima, payments authorized herein shall be the lesser of the amounts allowed in A(1) or A(2), or the percentage ratio of the employee's accrual versus 720 hours, applied to \$22,000 but in no case shall such payment exceed \$22,000. For employees with 30 years of service to the City of Yakima, payments authorized herein shall be the lesser of the amounts allowed in A(1) or A(2), or the percentage ratio of the employee's accrual versus 720 hours, applied to \$28,500 but in no case shall such payment exceed \$28,500.
- (b) 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. Upon retirement or death, the employee's accrued sick leave up through a maximum of seven hundred and twenty (720) hours will be exchanged for pay at the rate of one hundred percent (100%) of the employee's current base pay and deposited into the employee's VEBA account.
 - 2. Upon termination under honorable conditions, as distinct from death or retirement, the employee's accrued sick leave up to a maximum of seven hundred and twenty (720) hours will be exchanged for pay at the rate of fifty percent (50%) of the employee's current base pay and deposited into the employee's VEBA account.
 - 3. The maximum amount allowable for payout is \$22,000. For employees with 30 years of service to the City of Yakima or more, the maximum amount allowed is \$28,500.
 - 4. 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 three (3) added leave days annually. Employees may receive compensation in lieu of taking leave days, utilization of which would be subject to the scheduling and approval by the Department head.

(c) 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 Director of Finance and Budget. Exceptions to the above will be made for termination, layoff or disability retirement.
3. No request will be granted for less than eight (8) hours' pay or eight (8) hours additional leave.
4. No exchange will be granted to an employee who has been terminated for cause, as defined by Civil Service.
5. In the event of layoff, exchange requests are the responsibility of the employee.

Section 6 – VEBA

Employees shall participate in the employer sponsored VEBA program the Association has established.

ARTICLE 24 - TRANSPORTATION

Section 1 - Mileage Reimbursement

The City shall pay each officer for his use, at the request of the City, of his personal auto. The mileage reimbursement rate will be tied to the mileage rate permissible under IRS regulations.

Section 2 - Reserved Parking

In the event the current City parking lot is no longer available, then a minimum of ten (10) parking spaces shall be reserved in proximity to the Police Station/ Legal Center for Association members whose shifts begin after noon. Use of said spaces shall be controlled by permit issued by the Police Chief or designee.

ARTICLE 25 - TRAVEL AND TRAINING TIME

Section 1 - Training Time

Time spent in training that is required by the City is considered compensable hours of work; provided, however, time spent by employees is not compensable if all of the following four (4) conditions are present:

- (a) Attendance is outside the employee's regular working hours;

- (b) Attendance is voluntary;
- (c) The training program, lecture, meeting or other similar activity is not directly related to the officer's job; and
- (d) The officer(s) do not perform any productive work during such attendance.

Also, time spent in training which is mandated by state or federal government as a condition of practice in the profession is not considered compensable where the training is not tailored to meet the particular needs of the City. If time spent in training is beyond the regularly scheduled shift, then time spent in training will be compensated at the overtime rate.

Section 2 - Travel Time

Travel time during regular working hours shall be considered compensable. Travel time outside regular work hours on City business shall not be compensable unless the officer is actually driving. Travel time as a passenger on an airplane, train, boat, bus or automobile outside of regular working hours is not considered compensable. Where all the employees traveling together are doing so outside of their regular working hours, the selection of the driver is by the choice of the ranking employee.

Section 3 – Meal Reimbursement

Employees will be provided an allowance of \$40 per day for meals for travel more than 50 miles outside the limits of the City of Yakima. Effective January 1, 2015 this rate will be increased to \$45 per day. If the travel or training was less than a full day, reimbursement will be \$15 per meal.

ARTICLE 26 - GENERAL, SPECIAL AND PERSONNEL ORDERS

The City will furnish the Association with copies of all written general rules and special orders from within the Police Department pertaining to wages, hours, and conditions of employment and assignments of members.

ARTICLE 27 - ADVANCE NOTICE OF SHIFT CHANGE

Members will normally be given adequate advance notice of any change in their regular hours of work, except where an emergency exists [an emergency is defined as an event unforeseen by the Department, affecting the Department's ability to perform its mission]. Posting shall constitute adequate notice. Notice given less than forty-eight (48) hours before the employee is to begin work under the changed schedule entitles the member to compensation at the overtime rate for those hours not exceeding eight (8) hours that are earlier, later, or different from the hours they last worked in a work day. A member is not entitled to compensation at the overtime rate if they are otherwise entitled to compensation under the same hours of work.

ARTICLE 28 - IMPROVED PERFORMANCE AND EFFICIENCY

The parties recognize the desirability of improving performance and increasing efficiency of the Yakima Police Department in order to provide maximum services at reduced costs. It is therefore agreed that the Association will actively cooperate and participate in studies and efforts to discover and employ new methods and practices, which result in improved performance and increased efficiency in the Yakima Police Department.

ARTICLE 29 - SAVINGS CLAUSE

It is understood and agreed that all provisions of this Agreement are subject to applicable laws, and if any provision of any Article of this Agreement is held or found to be in conflict therewith, said Article shall be void and shall not bind either of the parties hereto. However, such invalidity shall not affect the remaining Articles of this Agreement. Notwithstanding any other provision of this Agreement, the Employer may take all actions reasonable to comply with the Americans with Disability Act and the Family Medical Leave Act. If the Washington Health Services Act (Health Care Reform) of 1993 or federal health care legislation mandates changes to the Health Insurance Article during the term of the Agreement, then the parties agree to negotiate about those mandated changes subject to the dollar amounts and contribution formula remaining the same as provided for in Article 20. In the event that any provision shall be held unlawful and unenforceable by any court of competent jurisdiction, the parties agree to meet forthwith for the purpose of re-negotiating such provision in an attempt to reach a valid agreement.

ARTICLE 30 - WITNESS-CIVIL SERVICE BOARD

A member shall be compensated for all off-duty time that he/she spends as a witness before the Civil Service Board or arbitration hearing at the same rate and in the same manner as he/she is compensated for Court Time; provided that the Association or the employee (when proceeding on an individual basis) will only call witnesses who are reasonably necessary for a reasonably necessary duration. Time spent as a witness at such proceedings outside of regular working hours shall be compensated at time and one-half (1.5) on an hour for hour basis with no call back minimum.

ARTICLE 31- PHYSICAL FITNESS

The City requires that members of the Police Department be physically fit for the optimum performance of their duties and the Association agrees to cooperate with the City in developing appropriate standards and testing of fitness.

ARTICLE 32 - DEFERRED COMPENSATION

Each bargaining unit member shall be paid, in addition to that employee's monthly salary, deferred earned compensation each month in an amount equal to 5.5% of said monthly salary.

Effective 1/1/2022: Each bargaining unit member shall be paid, in addition to that employee's monthly salary, deferred earned compensation each month in an amount equal to 6.0% of said monthly salary.

The deferred compensation contribution is separate pay and is not part of the base monthly salary schedule codified in Yakima Municipal Code Pay and Compensation Ordinance, subsection 2.20.110. This provision is subject to the City's deferred compensation rules and regulations adopted by the City Council and IRS regulations, and the computation of retirement contributions and pension benefits shall be governed by applicable state law.

ARTICLE 33 - MILITARY AND CIVIL LEAVE

Section 1 – Military Leave

Leave not to exceed twenty-one working days during each calendar year, over and above annual vacation or sick leave, may be allowed any employee who is a member of the National Guard or of

any organized reserve or armed forces of the United States. The employee will be paid his/her normal pay during such military leave period when taking part in active training duty.

Section 2 – Civil Leave

Necessary leave will be provided to permit an employee to serve as a member of a jury or to exercise other civic duties. Employees will remain in full employment status and will receive their full salary during periods of civil leave, however, any compensation received for performing civil duties must be remitted to the Finance Department.

ARTICLE 34 - OFF-DUTY EMPLOYMENT

Section 1 - Duty to Inform Police Chief

Any employee who desires to take any additional employment not relating to the use of commission authority during off-duty hours shall inform the Police Chief in writing at least seven (7) calendar days prior to the date of anticipated off-duty employment. The employee will fully describe the location and nature of the work to be performed, the proposed work hours, all items, if any, of Department equipment proposed to be used, and the anticipated duration of the employment. The Police Chief or his designee shall respond to the request within 72 hours excluding weekends and any holidays. This section does not apply to off-duty employment which has been specifically pre-approved by memo or Special Order from the Police Chief.

Section 2 - Authorization for Off-Duty Employment

Prior to accepting off-duty employment not relating to the use of commission authority, an employee must obtain specific written authorization from the Police Chief. The Police Chief may suspend, modify, deny or terminate off-duty employment at any time for reasons including, but not necessarily limited to, the following:

- (a) Incompatibility with the employee's City work schedule or interference with the employee's ability to perform his or her regular Police Department duties.
- (b) Conflict with Department goals, objectives, policies or procedures.
- (c) Nature of work is inconsistent with the professional image of the Department or creates an appearance of impropriety.
- (d) Unusual illness or absence record prior to or following hours of off-duty employment.
- (e) Work associated with premises where intoxicants are served for consumption, at the discretion of the Police Chief.
- (f) Work associated with a political party, candidate, or issue, or may give the appearance of an endorsement of a particular business, product or service.
- (g) Work would result in an unreasonable competition with a private business.

Section 3 - Use of Department Uniforms and Equipment

It is at the sole discretion of the Police Chief to authorize or deny the use of any and all items of Department-owned and/or issued equipment in the course of off-duty employment. No Department owned and/or issued equipment will be used for off-duty employment without the specific prior written approval of the Police Chief.

Section 4 - Scheduling Off-Duty Employment

Off duty work involving the use of commission authority shall be scheduled and paid by the City. However, the Yakima Police Patrolman's Association must provide a list every six months of personnel to the Police Chief or designee for appropriate assignment depending upon availability. It is understood that this off-duty work for other organizations is to be paid at the rate of fifty-five dollars per hour (\$55.00). The City's actions to coordinate and schedule this work and administer payment is not intended to make this "time worked" for overtime purposes.

Section 5 - Indemnification and Defense

The Police Chief or designee, on behalf of the City, would attempt to obtain from a prospective off-duty employer an indemnification and defense agreement and/or proof of adequate liability insurance coverage prior to approving off-duty employment, including a requirement that the City be named as an additional insured on the insurance policy.

Section 6 - Off-Duty Employment Prohibited for Certain Employees

Employees who are on suspension or sick/disability leave or administrative leave or who are on entry-level probationary status are generally prohibited from off-duty employment, unless specifically exempted from this provision by the Police Chief.

Section 7 - Obligation to Department

The primary obligation and responsibility of all employees is to the Police Department. Employees who are directed or required to perform overtime or other Department-related work will do so regardless of conflict with their off-duty employment.

Section 8 - Industrial Insurance

The parties agree that for the purpose of coverage under the laws and regulations of LEOFF, the Washington State Department of Labor and Industries, and all other federal and state employment laws and regulations, YPPA members performing off-duty work not involving the use of commissioned authority shall not be considered employees of the City but shall be considered employees for these purposes, for off-duty work administered by the City.

ARTICLE 35 – LAYOFFS

Whenever it becomes necessary through lack of finances or other cause to reduce the force, persons to be laid off shall be given at least a four (4) week notice and the order of layoff shall be accomplished in the following manner:

- (a) Persons serving in a temporary capacity within a classification to be reduced shall be first laid off in order of seniority, least senior first;
- (b) Those still serving their probationary period within a classification to be reduced in order of seniority, least senior first;
- (c) Those whose appointments are complete within a classification to be reduced in order of seniority, least senior first.
- (d) Seniority for the purpose of this article shall mean accumulated time in employment within a particular classification within a department excluding leaves of absences in excess of 90 days and time off due to suspensions without pay. In the event of identical accumulated time within the affected classification, the order of hire or promotion shall determine seniority.

- (e) In the event any permanently appointed person employed in a classification above entry level is laid off, that person shall have the right to voluntarily reduce in rank to the next lower classification previously held within the department regardless of whether a vacancy exists within that classification. Any person, other than persons serving temporary appointments in higher classifications, choosing voluntary reduction in rank under this section shall be regarded as the most senior person in that classification to which they are reduced for the purpose of any further layoffs. Temporary appointees electing voluntary reduction in rank shall assume the seniority in the previously held classification. The least senior permanently appointed person within any classification shall be laid off in the event all the positions within the classification are filled and a voluntary reduction in rank from a higher classification occurs. Likewise, if a person is laid off as a result of a voluntary reduction in rank that person may voluntarily reduce in rank to the next lower classification previously held.
- (f) All persons except temporary appointees who choose to voluntarily reduce in rank shall be placed on a reinstatement register for each classification from which they were reduced.

ARTICLE 36 – POLICE CORPORALS

Candidates for the position of Police Corporal shall have a minimum of five (5) years of service with the Department.

Corporals shall be assigned to the patrol division upon promotion with a maximum of one corporal per shift per team. The department may establish Corporal positions as needed in other divisions, and Corporals from the patrol division may apply for transfer to those positions.

ARTICLE 37 - DURATION

This agreement shall be effective on January 1, 2020 and shall continue through December 31, 2023.

Executed by the parties hereto this _____ day of _____, 2023.

Yakima Police Patrolman's Association

City of Yakima

By: _____
Chairman of YPPA

By: _____
City Manager

By: _____
Secretary of YPPA

By: _____
Chief of Police

ATTEST: _____
City Clerk

APPENDIX A

Yakima Police Department

2023

Patrol Squad Schedule



January

| S | M | T | W | TH | F | S |
|----|----|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
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| 29 | 30 | 31 | | | | |

February

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March

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April

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August

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September

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October


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November


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December

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| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |


 Blue Team Shift

 Gold Team Shift

 Both Teams Assigned
Training for on-coming Team

 Alternate Training Day

 Team Overlap No Training

 **Restricted Days Off:** Jul. 4th (All Squads)
Fair Week (All Squads)
Oct. 31st (C-D)
Dec. 31st (C-D)

 K9 Training Days

 SWAT Training Days

 CNT Training Day

APPENDIX B

YAKIMA POLICE DEPARTMENT DRUG AND ALCOHOL POLICY

This Policy has been agreed to by the parties and shall become part of the current labor agreement between the City of Yakima and the Yakima Police Patrolman's Association. All applicable articles of the contract shall apply to this Policy.

A. PURPOSE

This policy supersedes City of Yakima Substance Abuse Policy – Part I to the extent Part I applies to YPPA members.

The City of Yakima recognizes that employees are our most valued resource. The Department expects that all law enforcement officers are physically, mentally, and emotionally capable of fulfilling and carrying out their assigned duties, and has a responsibility for providing a safe working environment.

The City of Yakima and the Yakima Police Patrolman's Association have a mutual interest in ensuring that substance-impaired employees do not perform law enforcement duties. In order to protect the health, welfare, and safety of its employees and the citizens whom they serve, the following policy regarding substance abuse in the workplace is adopted.

B. POLICY

1. It is the policy of the City of Yakima to provide an alcohol- and drug-free workplace for its employees.
2. The City's philosophy on substance abuse is to emphasize prevention, training, rehabilitation, and recovery from substance abuse. Counseling and support will be made available through an Employee Assistance Program, and the employees' right to privacy will be respected at all times.
3. It is the responsibility of the City and the Association to preserve and protect public trust, public safety, and fitness for duty.
4. It is the responsibility of all employees to report for duty and be able to perform their jobs safely and effectively, unimpaired by drugs, alcohol, or any other intoxicating substance. Employees must remove themselves from service if they are unfit for duty.
5. The illegal possession, manufacture, use, distribution, or sale of, unlawful drugs, drug paraphernalia, or other prohibited substances is prohibited.
6. The possession, manufacture, use, distribution, or sale of alcohol on City

premises (including City vehicles) or while on duty at any time is prohibited. Alcoholic beverages that are properly stored, unopened, in the trunk of an employee's private vehicle on City property will not be considered a violation of this policy.

C. APPLICABILITY

This policy applies to all bargaining unit employees through the rank of Sergeant.

D. DEFINITIONS

For purposes of this policy, the following terms have the meanings indicated:

1. Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.
2. Confirmation Test. A confirmation test means a second analytical procedure to identify the presence of a specific prohibited substance or prohibited substance metabolite in urine which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy.
3. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of criminal drug statutes.
4. Counseling means participation in a substance abuse treatment or rehabilitation program.
5. Criminal drug statute means a criminal law involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
6. Drug Test. A method for determining the presence of controlled substances in a urine sample using a scientifically reliable method performed in accordance with procedures specified in 49 CFR part 40, as amended.
7. Employee means a YPPA bargaining unit member.
8. Failing a Drug and/or Alcohol Test. Failing a drug and/or alcohol test means that the test showed positive evidence of the presence of a prohibited substance in an employee's system that is at or above a determined threshold level. This determination is made by the MRO.

Failing a drug and/or alcohol test shall be referred to as "testing positive". Employees who refuse to take a drug and/or alcohol test when requested to do so shall be considered to have failed the substance test.

9. Medical Review Officer (MRO) is a licensed physician with knowledge of substance abuse disorders and familiarity with the characteristics of laboratory tests selected by joint agreement between the parties to receive positive drug test results from the laboratory, analyze and interpret the results, and report to the City those results as outlined in Section I of this policy.
10. Passing a Drug and/or Alcohol Test. An individual passes a drug and/or alcohol test when an MRO determines that the results of the test:
 - a. Showed no evidence of a prohibited substance or prohibited substance metabolite;
 - b. Showed evidence of a prohibited substance or prohibited substance metabolite for which the employee has a prescription;
 - c. Showed evidence of a prohibited substance or prohibited substance metabolite below a determined threshold level; or
 - d. Were suspect because of irregularities caused by persons other than the employee in the administration of the test, observation, or custody and control procedures.

Passing a drug and/or alcohol test shall be referred to as "testing negative".

11. Prohibited Substances are those substances whose dissemination is regulated by law, including, but not limited to narcotics, depressants, stimulants, hallucinogens, cannabis, and alcohol. For the purpose of this policy, substances that require a prescription or other written approval from a licensed health care provider or dentist for their use shall also be included when used other than as prescribed. The drugs and/or their metabolites that are included in these categories are as follows:
 1. marijuana
 2. cocaine
 3. opium or opiates
 4. phencyclidine (PCP)
 5. amphetamines or methamphetamines
12. Reasonable suspicion means facts and circumstances sufficiently strong to lead a reasonable person to suspect that the employee is under the effects of drugs and/or alcohol.

13. Representation means union or legal representation.
14. Refusal to Submit means an employee fails to provide adequate urine or breath for testing without a valid medical explanation, the employee engages in conduct that obstructs the testing process, or the employee does not cooperate fully in the collection process. Examples of refusal to submit include the following:
 - a. Failure to appear for a test.
 - b. Failure to remain at the testing site until the testing process is complete.
 - c. Failure to permit the monitoring of the provision of a specimen.
 - d. Failure to take a second test as directed by the collector.
 - e. Tampering with or attempting to tamper with a urine sample.
 - f. Failure to provide necessary documentation to the MRO when requested.
 - g. Failure to complete all required forms and documents.
15. Screening Test. A screening test means an immunoassay screen (or other Department of Health and Human Services (DHHS)-approved test) utilized to eliminate "negative" urine specimens from further consideration.
16. Substance abuse means the use of a substance, including medically authorized drugs other than as prescribed for the user, which impairs job performance or poses a hazard to the safety and welfare of the employee, the public, or other employees.
17. Substance Abuse Professional (SAP) is a licensed physician, psychologist, social worker, employee assistance professional, or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.
18. Unreasonable Delay means a delay of the testing procedure for a period of time, as defined by the collection site or laboratory personnel, which could render the test useless or inaccurate.

E. EDUCATION

Communicating this policy to employees is important to its success. Therefore, all covered employees shall receive one written copy of this policy upon its

implementation and all new covered employees will receive one copy during employee orientation.

In addition, pursuant to the provisions of the Drug-Free Workplace Act of 1988, the City will establish an education and training program to assist employees to understand and avoid the perils of drug and alcohol abuse. The City will use this program in an ongoing educational effort to prevent and eliminate drug and alcohol abuse that may affect the workplace.

The City's program will inform employees about:

- The dangers of drug and alcohol abuse in the workplace;
- The City's policy of maintaining a drug- and alcohol-free workplace;
- The availability of drug and alcohol treatment, counseling and rehabilitation programs; and
- The penalties that may be imposed upon employees for drug and alcohol abuse violations.

As part of its program, the City shall provide educational materials concerning:

- This Policy;
- The effects of alcohol and drug use on an individual's health, work and personal life;
- Signs and symptoms of an alcohol or drug problem; and
- Available methods of intervening when an alcohol or drug problem is suspected, including confrontation and/or referral to management.

In addition to the training above, the City shall provide annual training to supervisors who may be asked to determine whether reasonable suspicion exists to require an employee to undergo drug and/or alcohol testing. The supervisory training shall include training on alcohol abuse and drug use. This training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol abuse and drug use. Supervisors who have not received the initial training described above will not be asked to determine whether reasonable suspicion exists to initiate drug/alcohol testing. However, these supervisors may request another supervisor who has undergone this training to make the determination.

F. EMPLOYEE RIGHTS AND RESPONSIBILITIES

1. The City shall not require an employee to undergo a reasonable suspicion drug and/or alcohol test unless there is reasonable suspicion to indicate the employee is under the influence of a substance which causes the employee to pose a hazard to the safety of the employee, the public, or other employees.

2. It is the employee's responsibility to report for duty, able to perform his/her job safely and effectively, unimpaired by drugs, alcohol, or any other intoxicating substance.
3. The appropriate use of legally prescribed drugs and over-the-counter medication is not prohibited. Employees are responsible for: obtaining from their health care provider adequate information about the effects of prescription medication on job performance and promptly notifying his/her supervisor of same; or promptly notifying his/her supervisor of the effects on job performance of over-the-counter medication being taken. It is, however, the employee's responsibility to inform health care providers of the employee's job duties, obtain from their health care provider adequate information about the effects of prescription and over-the-counter medications on job performance, and report to his/her supervisor the possible effects of any medication may have on job performance that may create a direct threat by impairing job performance of safety-sensitive functions.
4. Employees are prohibited from possessing, manufacturing, using, distributing or selling alcohol, controlled substances or drug paraphernalia on City premises (including City vehicles) or while on duty. For purposes of this policy, "on duty" time includes meal and break periods during the work day. Alcoholic beverages that are properly stored, unopened in the trunk of an employee's private vehicle on City property will not be considered a violation of this policy.
5. Employees are encouraged to request assistance with drug use and/or alcohol abuse problem(s), with the understanding that a voluntary request for assistance will not be used as the basis for disciplinary action. However, a request for assistance shall not be used to exempt employees from job performance requirements.
6. In accordance with the Drug-Free Workplace Act of 1988, an employee who is convicted of a violation of a criminal drug statute shall notify the City's Human Resources Manager no later than 5 days after such conviction.
7. Employees have the right to challenge any discipline imposed in accordance with the Grievance procedure of this contract.
8. Positive drug tests will automatically trigger a test of a second specimen. The test of the second specimen must be processed at a different Department of Health and Human Services certified laboratory than the

laboratory that tested the primary specimen. The City will pay the cost of the split specimen test.

9. Employees having knowledge of another employee's condition/behavior that poses a potential threat to the safety of employees and/or the public shall immediately advise their immediate supervisor.
10. Employees may have an Association representative or legal counsel present at the collection facility. However, the lack of Association representation or legal counsel shall not cause unreasonable delays in the collection process.
11. Employees shall fully cooperate in the collection process.

G. DETECTION

1. Reasonable Suspicion. An employee may be required to undergo a reasonable suspicion drug and/or alcohol test when reasonable suspicion exists to indicate that the employee is under the influence of drugs or alcohol.
2. The decision to conduct a reasonable suspicion drug and/or alcohol test shall be made by a reporting supervisor and the next highest-ranking supervisor on duty. For purposes of this policy, acting officers are considered supervisors. The higher of the two supervisors will make timely notification of the situation to the department head or the department head's management level designee and the Human Resources Manager or his/her designee. Refusal to submit a drug and/or alcohol test authorized by this policy shall be grounds for discipline, up to and including discharge.
3. Searches.
 - (a) The Department has the right to search, without employee consent, City-owned property to which the employee has no reasonable expectation of privacy. These areas may include office space, desks, file cabinets and the like, that several different individuals may use or access. A reasonable expectation of privacy shall exist for personal containers marked and locked inside an Officer's desk drawer.
 - (b) If an employee's consent to search is first obtained, the Department shall have the right to search private property belonging to the employee, such as a personal equipment bag,

brief case, or private vehicle. If such consent is given, the employee shall have the right to Association representation during the search.

(c) If the Department requests the employee's consent to search, the Department shall first inform the employee that:

(1) The Department has reasonable suspicion to suspect that evidence exists within the area or item to be searched which could be used in disciplinary and/or legal proceedings against the employee; and

(2) The employee has the right to Association representation during the search if consent is given; and

(3) Refusal to give consent to search will not be considered by the Department to be an admission of guilt or cause for disciplinary or retaliatory action.

(d) An employee's refusal to give consent to search shall not preclude the Department from conducting a search according to and in the manner authorized by law.

H. TESTING PROCEDURES

1. Drug and alcohol testing shall be conducted in a manner designed to protect employees' privacy, protect the integrity of the testing process, safeguard the validity of test results, and ensure that those results are attributed to the correct employee. The City and Association agree that if the security of a urine, breath, or blood sample is compromised in any way, any positive test resulting from that sample shall be invalid and may not be used for any purpose except to the extent the employer can prove the employee spoiled the test.
2. Employees who are required to undergo a reasonable suspicion drug and/or alcohol test will be provided transportation to the collection facility and shall also be offered transportation home by the Department representative.
3. Employees may have an Association representative present at the collection facility for a reasonable suspicion drug and/or alcohol test. However, the lack of Association representation shall not unreasonably delay the collection process.

4. Employees required to undergo a drug and/or alcohol test shall cooperate fully in the collection process and complete all required forms and documents. These forms may include a Consent/Release form and an Interview Form.
5. Urine samples for drug testing shall be collected at a collection site in the City of Yakima mutually selected by the City and Association. The urine sample is produced by the employee alone in a restroom. The medical technologist will examine the restroom before and after to ensure that no other samples were present and that no substances were available for tampering. Each sample shall be subjected to a laboratory testing protocol to detect tampering. The medical technologist will take the sample, seal it, label it with the employee's identification, and sign a document that begins a formal chain-of-possession procedure. Each person who handles the sample, including the person who performs the tests, will sign the document. When not being handled, samples are stored in a locked refrigerator. The purpose of this procedure is to ensure that samples do not get switched during testing. Any specimen that tests positive for drugs shall be retained in long-term frozen storage by the laboratory conducting the analysis for one year.
6. If medical personnel at the collection site have reason to believe that an adulterated or substituted sample has been provided (or that the employee may alter or substitute the sample), the employee will be required to submit a second sample (or an original sample, in the case of an employee providing a substituted sample). This collection shall be under the direct observation of a same gender collection site staff person. The employee will be required to provide the additional or original sample during an observed collection prior to leaving the collection site.
7. Urinalysis will be performed at a test laboratory certified by the U.S. Department of Health and Human Services (DHHS) and mutually selected by the City and the Association. Drug testing by urinalysis involves an initial screening performed by the enzyme multiplied immunoassay test (EMIT). Any positives test is then confirmed by a second test of the same sample by Gas Chromatography/Mass Spectrometry (GC/MS). Prescription information will not be requested from an employee prior to laboratory testing. The City's designated MRO shall receive and interpret test results. Laboratory urinalysis of urine specimens shall be restricted to those test authorized by this policy to detect drug use. They shall not be used for other purposes such as the analysis of physiological states or diseases. The laboratory shall test for only the substances and within the limits as follows for the initial and confirmation tests:

Initial Tests

| | |
|---------------------------------|------------|
| Alcohol.02 g/210 ml expired air | |
| Marijuana metabolites | 50 ng/ml |
| Cocaine metabolites | 300 ng/ml |
| Opiate metabolites (1) | 300 ng/ml |
| Phencyclidine | 25 ng/ml |
| Amphetamines | 1000 ng/ml |

(1) If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

Confirmation Test

| | |
|---------------------------------|-----------|
| Alcohol.02 g/210 ml expired air | |
| Marijuana metabolites | 15 ng/ml |
| Cocaine metabolites | 150 ng/ml |
| Opiates | |
| Morphine | 300 ng/ml |
| Codeine | 300 ng/ml |
| 6-acetylmorphine | 10 ng/ml |
| Phencyclidine | 25 ng/ml |
| Amphetamines | |
| Amphetamine | 500 ng/ml |
| Methamphetamine | 500 ng/ml |

8. Alcohol shall be tested by means of a Breathalyzer machine currently in use (B.A.C.) or future equipment which may supersede the B.A.C. machine (but excludes the P.B.T. device). Breathalyzer alcohol tests shall be conducted in private at the collection site mutually selected by the City and the Association. The testing shall require two breath samples within the proper variance. If the initial test (comprised of the two breath samples) indicates an alcohol concentration of .02 or greater, the employee may choose to allow a second test to confirm the results. The second confirmatory test shall be by means of a blood draw using a .02 blood alcohol concentration level to measure a positive test. If the employee chooses not to take the second confirmatory test, the first test will be used to determine alcohol concentration.
9. Upon written request to the Human Resource Manager by the employee, the City shall make one legible copy of the results of his/her drug and/or alcohol tests available to the employee.

10. All information collected in the process of conducting a drug and/or alcohol test shall be treated as confidential information. These files shall be separate from the personnel file, sealed, and maintained in a secure medical file. Except as required by law or authorized by the employee, the City shall not release such records. Test results obtained pursuant to this policy shall not be used as the basis for criminal investigation.
11. Employees who refuse or fail to fully cooperate in the collection process may be subject to discipline up to and including discharge. Examples of a failure to fully cooperate include such actions as refusing to sign the necessary consent/release forms; delaying and/or obstructing the collection process; failing to provide the specimen for testing; and attempting to substitute or adulterate a specimen. The foregoing list is not intended to be an all-inclusive list. City management shall, in all circumstances, have the final right to determine the appropriate level of discipline depending on the specific circumstances, the employee's performance record, and any other pertinent facts.

I. REPORTING OF RESULTS

1. Alcohol Test Results.

- a. Negative Test Results. If the test result is below 0.02 g/210 ml expired air, the laboratory or collection site personnel will report to the Chief or his/her designee that the employee tested negative for alcohol.
- b. Positive Test Results. If the test meets or exceeds 0.02 g/210 ml expired air, the laboratory or collection site personnel shall report to the Human Resources Manager that the employee tested positive for alcohol. The Human Resources Manager will report the results to the appropriate City personnel.

2. Drug Test Results.

- a. Negative Test Results. Laboratory personnel will advise the Police Chief or his/her designee directly of all negative drug test results.
- b. Positive Test Results. The City shall have a designated Medical Review Officer (MRO), to review and interpret any positive drug test results. The laboratory will advise only the MRO of any positive drug test results. The MRO must examine alternate medical explanations for any positive test results. This process

shall include a request for an interview with the affected employee and review of the employee's medical history and any other relevant biomedical factors. The MRO must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication. Employees involved in this step of the examination shall make themselves and any relevant records they wish to present available to the MRO within 48 hours after request.

After reviewing the incident file and interviewing the employee, the MRO shall report to the Human Resources Manager the name of the employee and whether a positive test of a prohibited substance has been verified. The Human Resources Manager shall report the results to the appropriate City personnel. The employee shall be placed on administrative leave status pending completion of the investigation and/or disciplinary action, and/or return to duty.

3. Rehabilitation Program. If the tested employee is referred on to rehabilitation or treatment, the MRO is authorized to communicate specific results to the Substance Abuse Professional (SAP) or counselor overseeing the employee's treatment program.

4. Grievance. The laboratory and/or the MRO will be authorized to release specific test results to the City and the Association in cases of a grievance and/or legal challenge.

J. DISCIPLINE AND TERMINATION

1. Employees who violate the drug and alcohol policy will be subject to a range of disciplinary consequences depending upon the severity of the violation, the employee's past performance record, and other relevant facts and circumstances. In all cases, the City reserves the right to determine the appropriate disciplinary and/or rehabilitation response subject to the collective bargaining agreement, Police Civil Service Rules and Regulations, and all other applicable rules and regulations.
2. Employees are subject to disciplinary action, up to and including discharge, for any of the following:
 - a. Refusal to submit to a drug and/or alcohol test.
 - b. Drinking alcoholic beverages or using prohibited substances while

on duty (including breaks and meal periods), on City property, or in City vehicles.

- c. Unlawful manufacture, distribution, dispensation, possession, concealment or sale of any prohibited substance, while on duty (including breaks and meal periods), on City property, or in City vehicles.
- d. Any criminal drug statute conviction and/or failure to notify the City within 5 days of such conviction.
- e. Failure to complete a counseling, treatment, or rehabilitation program as prescribed by the SAP.
- f. Testing positive in a drug and/or alcohol test.
- g. Failure to report to a collection site as directed.
- h. Disclosing the identity of an officer selected for unannounced testing or the fact that an unannounced selection is scheduled to take place prior to the collection of urine specimens.
- i. Any other violation of this policy.

K. REHABILITATION AND RETURN TO DUTY

1. As required by the Federal Drug-Free Work Place Act of 1988 (Pub. L. 100-690, Title V, Subtitle D), within 30 days of the City's receiving notice that an employee has been convicted of violating a criminal drug statute in the workplace, the City will take appropriate personnel action up to and including termination or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.
2. The City recognizes that substance abuse can be successfully treated, enabling an employee to return to satisfactory job performance. The City offers employees the use of counseling and rehabilitative services in accordance with the terms of its benefit programs, including the City EAP. Employees are personally responsible for seeking treatment for substance abuse and are responsible for all costs not covered by insurance or otherwise paid for by the City. Employees who are concerned about their own drug use and/or alcohol abuse are encouraged to voluntarily seek assistance through the City's EAP. All such voluntary requests for

assistance will remain confidential.

3. Rehabilitation

- a. Any employee who tests positive for a prohibited substance, and is not terminated from employment, shall be referred to an SAP for a medical evaluation, counseling and/or rehabilitation treatment. If the employee is required to participate in such a program, his/her reinstatement or continued employment shall be contingent upon:
 - 1) Successful completion of the program and remaining drug- and/or alcohol-free for its duration; and
 - 2) Passing a return to duty drug and/or alcohol test as recommended by the SAP; and
 - 3) Obtaining a final release for duty by the SAP (the final release for duty may be preceded by a temporary release for duty).
 - 4) Nothing in this section prohibits the City from disciplining or terminating an employee who tests positive for a prohibited substance.
- b. Employees who successfully complete a rehabilitation program and are released for duty, in addition to being subject to reasonable suspicion testing at any time pursuant to this policy, will be subject to follow up testing, which involves unannounced drug and/or alcohol testing at least 6 times during the following 12 months. The SAP will determine the dates for these drug and/or alcohol tests. The SAP will communicate these dates to the Human Resources Manager, who will inform the appropriate Police Department supervisory personnel to schedule these dates with the employee. The appointment for the collection will be made in advance and maintained in a confidential manner by the Department until the day of collection. The Department shall provide the supervisor with adequate notice of the test dates. The employee will not be notified until just prior to the testing. The employee may request an Association representative to accompany him/her to the collection site, provided the sample is collected without unreasonable delay.
- c. Upon notification of selection for the follow up tests, the employee must proceed directly to the collection site for testing.
- d. Refusing to submit to a return to duty or a follow-up test will be considered grounds for discharge. If the selected employee fails

to report to the collection site without unreasonable delay this will also be considered grounds for disciplinary action up to and including discharge.

4. Employee Self-Referral Rehabilitation

- a. If an employee voluntarily enters a drug/alcohol rehabilitation program, it shall not be considered an offense under this policy. Such employees are, however, still subject to this policy and may be required to undergo drug and/or alcohol test if reasonable suspicion exists. Employees who voluntarily enter a drug or alcohol rehabilitation program shall be required to use sick leave, vacation, holiday leave bank, compensatory time, or leave without pay. All appointments with the SAP may be scheduled as vacation, sick leave, or leave without pay pursuant to City policies.
- b. The employee will be responsible for all costs, not covered by insurance, which arise from such treatment.

5. Return to Duty

The employee will not return to work until the employee has a release for duty from the SAP and has passed a return to duty drug and/or alcohol test as recommended by the SAP. The release for duty may be a temporary or final release as described below, depending on the circumstances.

- a. Temporary Release for Duty. The SAP may sign a temporary release for duty indicating that the employee can satisfactorily return to regular work assignment and continue treatment on an outpatient basis. The temporary release for duty shall indicate the length of time such release is valid not to exceed 4 months. The employee must present a final release for duty on or before the expiration date of the temporary release. A temporary release shall include follow up testing. The employee must present both the temporary and final release for duty to his/her supervisor.
- b. Final Release for Duty. A final release for duty may be signed by the SAP indicating that the employee has:
 1. Satisfactorily completed treatment and follow up testing;
or
 2. Does not require treatment at this time, and the employee

may return to regular work assignment without restrictions. Failure to provide a final release for duty to the supervisor may result in disciplinary action up to and including discharge.

6. Other Conditions Upon Return to Work

- a. Once an employee provides the supervisor with a final release for duty, the employee may be returned to his/her regular duty assignment. Any records in the employee's personnel file regarding the incident will be retained and purged in accordance with the collective bargaining agreement.
- b. If an employee tests positive during the 24 month period following rehabilitation, the employee will be subject to discipline, up to and including discharge.

L. **OTHER**

1. The City shall pay for drug and alcohol testing including the expenses of the Medical Review Officer.
2. This policy was initiated at the request of the City and the Employer shall assume sole responsibility for the administration of this policy. The City agrees to indemnify and hold the Association and its officers harmless from any and all claims of any nature (except those arising from the negligence of the Association and/or its officers) arising from the Employer's laboratories, or Medical Review Officer's implementation of this policy.
3. The parties recognize that there may be improvements in the technology of testing procedures which provide more accurate testing for on-the-job impairment or which constitute less invasive procedures for the employees. In that event, the parties, upon request of one to the other, will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree, the issue will be submitted to impasse procedures under RCW 41.56.
4. If any provision of this policy shall be held invalid by operation of law or any Tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be restrained by such Tribunal pending final determination as to its validity, the remainder of this policy shall not be held to be invalid, and will remain in full force and effect, and the parties, upon request of one to the other shall initiate immediate negotiations for

the purpose of arriving at a mutually satisfactory replacement of such provision.

5. The following attachments shall be a part of this Policy: Sergeant's Guidelines for Reasonable Suspicion Testing, and City of Yakima Police Department Drug and Alcohol Policy Reasonable Suspicion Test Form.

CITY OF YAKIMA POLICE DEPARTMENT
DRUG AND ALCOHOL POLICY
SERGEANTS' GUIDELINES FOR REASONABLE SUSPICION TESTING

The primary goal of the Drug and Alcohol Policy is to provide a working and service delivery environment free from the effects of alcohol/drug abuse. The Sergeant's role is to identify employees who may be a threat to the safety and welfare of the employee, other employees, and the public by being under the influence of drugs and/or alcohol while on-duty. Such employees *must* be removed from the workplace.

1. Once you become aware that an employee is or may be impaired by drugs or alcohol, contact your appropriate command staff and explain the situation.
2. If your command staff decides that the test is appropriate, relieve the employee of duty with pay during the course of the exam and MRO review.
3. Complete a report describing the basis for the test including observable behavior. You may use the Yakima Police Department Drug and Alcohol Policy Reasonable Suspicion Test Form as a guide to help you complete your report.

**CITY OF YAKIMA POLICE DEPARTMENT
DRUG AND ALCOHOL POLICY
REASONABLE SUSPICION TEST FORM**

(CONFIDENTIAL)

Employee Name: _____ Date/Time of Incident: _____

Supervisor #1 Name: _____

Supervisor #2 Name: _____

The following information should be provided when facts and circumstances provide reasonable suspicion that an employee is under the influence of drugs or alcohol. The supervisor(s) should document all pertinent facts and circumstances. Check each appropriate box and make any additional notes or comments in the spaces provided.

A. CONTRIBUTING EVENT/CAUSE FOR SUSPICION

- ☐ Employee appears to be impaired by alcohol or drugs.
- ☐ Employee used an unlawful prohibited substance in the work place.
- ☐ Supervisor observed abnormal or erratic behavior (list below.)
- ☐ Employee refused to submit to or willfully interfered with drug or alcohol testing required in accordance with this policy.
- ☐ Other (Example: flagrant safety violations, accidents, incidents, fighting or argumentative/abusive language.)

B. BEHAVIORS OF CONCERN

- ☐ Verbal abusiveness/explosive angry behavior
- ☐ Physical abusiveness/fighting
- ☐ Impaired memory/perception/judgment
- ☐ Mood swings or unpredictable behavior
- ☐ Avoiding others/withdrawal
- ☐ Other behaviors of concern (Example: hyperactivity, hallucinations, disorientation, etc.) _____

C. OBSERVED SIGNS AND SYMPTOMS

Erratic or drunken behavior
Mood swings
Verbal abusiveness
Odor of alcohol/marijuana
Disoriented or Impaired
Shallow breathing
Shaking or tremors
Slowed responses/lethargic

Secretive behaviors
Physical abusiveness/fighting
Dilated pupils/constricted pupils
Weak rapid pulse
Memory/perception/judgment
Explosive/angry behaviors
Clammy skin
Nausea/vomiting

- Drowsiness/fatigue
- Red/bloodshot or watery eyes
- Runny nose, sores around nostrils
- Increased pulse or blood pressure
- Loss of appetite/insatiable appetite
- Drug paraphernalia
- Insomnia/sleeping disorders
- Needle “tracks”
- Lack of concentration
- Poor muscle control/coordination
- Increased alertness/hypersensitive
- Social detachment or isolation
- Psychological dependency
- Illogical speech and thought process
- Irritability
- Sudden increase in absenteeism

RESOLUTION NO. D 5820

A RESOLUTION providing for both repeal of prior resolutions for indemnification against personal liability for City personnel and for provision of broader coverage of City personnel.

WHEREAS, the City has been unable to obtain liability insurance except for coverage that carries a \$100,000.00 self-insured retention feature; and the City has been unable to obtain police professional insurance and errors and omission insurance except for coverage that is subject to a \$10,000.00 deductible feature; and it is unknown whether the City will continue to retain that coverage, or any other, in the future; and

WHEREAS, in the interest of attracting candidates for elected City positions, and in the interest of recruiting and retaining City officers, employees, police volunteers, and members of City boards and commissions, without exposing them to personal liability under the retention or deductible features of the City's existing insurance policies or in the event no coverage may exist in the future, and in accordance with Sections 35.21.205 and 36.16.138, and Chapter 48.62, all of the Revised Code of Washington, the City Council deems it to be in the best interests of the City that City elected and appointed officers, employees, police volunteers, and members of City boards and commissions, be indemnified from personal liability in their conduct of City affairs; and

WHEREAS, Resolution Nos. D-5253 and D-5456 have not provided indemnification coverage for police volunteers who perform valuable service for the City of Yakima, now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

Section 1. Resolution Nos. D-5232 and D-5456, enacted respectively March 25, 1986 and May 17, 1988, by the City Council of the City of Yakima and each and every section thereof, are hereby repealed.

Section 2. Simultaneous with the repeal of Resolution Nos. D-5232 and D-5456 as effected by Section 1 of this resolution, the following is hereby enacted:

"Section A. The City shall defend and indemnify all person who hold positions in the below-listed categories against all actions, claims or other proceedings threatened or instituted against them and which arise from the performance, purported performance, or failure of performance of their duties for or employment with the City; and the City shall hold them harmless from all expenses and liability connected with the defense or settlement of such claims and from liability for any monetary fine or judgment entered in an such action or proceeding.

Covered categories:

City of Yakima elected or appointed officers,
City of Yakima employees,
Members of City of Yakima boards and
commissions,
City of Yakima Police Reserve Officers,
commissioned and non-commissioned,
Police Explorers,
On-Guard Crime Prevention volunteers.

Section B. The defense, indemnification, and hold harmless provisions of this resolution shall be afforded only to persons who are in the categories listed in Section 2 hereof, at the time of occurrence of the incident on which the action, claim or proceeding is based. Further, the defense, indemnification or hold harmless provisions of this resolution shall be afforded only to those persons who exercised good faith in their performance, purported performance, or failure of performance of their duties for or employment with the City on which the action, claim or proceeding is based, and who were not acting clearly outside the scope of their authority as City officers, employees, police volunteers, or members of City boards or commissions; and no civil or criminal fine shall be paid for any person who knew, or should have known with the exercise of reasonable care, that the conduct or failure to act, on which the fine is based, was unlawful. The determination of whether an employee or police volunteer was acting in good faith within the scope of employment or duties, and without knowledge or discoverable knowledge of the unlawfulness of the person's conduct, shall be made by the City Manager; and that determination as to elected City officers and all members of City boards and commissions shall be made by the City Council.

Section C. The monetary amount of indemnification shall be the reasonable and necessary expenses actually incurred and connected with the defense, settlement, and monetary fine or judgment, including costs, disbursements, and attorney's fees, arising from the action, claim, or other proceeding, and shall include the amount of both civil and criminal fines actually imposed unless it is found by the City Manager or City Council, as the case may be (as provided by Section B of this resolution), that the person liable therefore knew, or should have known with the exercise of reasonable care, that the conduct or failure to act on which the fine is based, was unlawful.

Section D. In order to be eligible for the defense, indemnification, or hold harmless provisions of this resolution, the person seeking that protection must notify the City Manager immediately on learning that a claim is threatened or made, or that an action or other proceeding is filed or commenced, and provide the City Manager with a copy of all claims, pleadings, reports or other documents in that person's possession related to the claim, action or proceeding; and further must agree that the defense shall be conducted by investigators and legal counsel designated by the City, unless the City Council approves the hiring of other investigators or defense counsel for any particular claim, action or proceeding.

Section E. The agreed settlement of any claim, action or other proceeding against a City officer, employee, police volunteer, or board or commission member falling within the provisions of this resolution shall be subject to the approval of the City Council.

Section F. The defense, indemnification, or other hold harmless provisions of this resolution shall not be afforded to any City officer, employee, police volunteer, or board or commission member in any claim or cross-claim, action, or proceeding of any nature threatened, filed, or instituted by the City against that officer, employee, police volunteer, or board or commission member.

Section G. The defense, indemnification, and hold harmless provisions of this resolution shall apply to any deductible or self-insurance retention provided for or required by any insurance coverage held by the City at the time of the adoption of this resolution or acquired thereafter, regardless of the amount of the deductible provision or self-insurance retention requirement; and, further, the inability or failure of the City to apply for or acquire any insurance shall not limit the protection afforded by this resolution to City employees,

officer, police volunteers, and board or commission members, in which event the defense, indemnification, and hold harmless provisions of this resolution shall to the full monetary amount of the expenses defined in Section C of this resolution."

ADOPTED BY THE CITY COUNCIL this 18th day of September,

1990.

Pat Burnett
Mayor

ATTEST:

Karen S Roberts, cmc
City Clerk

APPENDIX D

YAKIMA POLICE DEPARTMENT Use of Deadly Force Situations SUMMARY STATEMENT TO SUPERVISOR

Incident Number: _____

Date: _____

Directions to on-scene supervisor:

This is a compelled statement.

The supervisor (sergeant or higher rank) is compelling this statement and will not deviate from its contents.

The supervisor will write down on this card the answers provided verbatim, and disseminate public safety information immediately via radio as appropriate, and provide this completed card to the first arriving Major Crimes Unit supervisor.

The police supervisor receiving this information is required to submit a written statement to the Major Crimes Unit. The statement is to include that the Summary Statement was formally given to the involved officer, the content of the answers given by the involved officer, and that the supervisor did not deviate from the specified questions.

"(Rank of involved officer)_____(Name of involved officer)_____, I am directing you to give me a summary statement in a use of deadly force incident. Due to the immediate need to take action, you are ordered to answer the following questions listed below. If you refuse to answer these questions relating to the performance of your official duties, you will be subject to Department charges, which could result in your dismissal from the Department."

Requesting Supervisor: Name_____Rank_____Per.#_____Time_____

"At this time and to the **best of your knowledge**, please answer the following":

1. From where and in what direction did you fire rounds? _____
_____.

2. In what direction did the suspect(s) fire rounds? _____
_____.

3. If you know of anyone injured, what is her/his location? _____

_____.

4. **If** any suspects are outstanding, what are their descriptions? _____

_____.

Supervisors: If there are **no** outstanding suspects, proceed directly to question #5, otherwise ask question #4 (a-d).

4a. What was their direction of travel? _____

4b. How long have they been gone? _____

4c. With what weapons were they armed? _____

4d. Are there any other safety risks known about the outstanding suspect(s)? _____

_____.

5. Does any evidence need protection? _____

_____.

6. Any known witnesses? _____

7. Where are they located? _____

_____.

“(Rank of involved officer)_____ (Name of involved officer)_____, in order to prevent the contamination of your statement, I order you not to discuss this incident with anyone, including your supervisors or staff officers, prior to the arrival of the assigned investigators, with the exception of your legal representation.”

Revised 1/1/2012

APPENDIX E

Title 2

PERSONNEL¹

Chapters:

| | |
|------|------------------------------------|
| 2.04 | Group Insurance |
| 2.16 | Bonds for Officers |
| 2.20 | Salaries |
| 2.22 | Fire Department—Working Conditions |
| 2.24 | Longevity Plan |
| 2.36 | Retirement Plan Participation |
| 2.40 | Leaves of Absence |
| 2.44 | Lobbying by City Personnel |
| 2.45 | Personnel Examination Fee |

1. For provisions regarding the office of personnel, see § 1.18.015 of this code. For civil service provisions, see Charter Article XVI.

Chapter 2.04

GROUP INSURANCE

Sections:

- 2.04.010 Health care plan.
- 2.04.020 Definitions.
- 2.04.030 City contributions.
- 2.04.040 Hospital and medical insurance—
Retired employee and dependent
coverage.
- 2.04.050 Dental insurance plan—Retired
employee coverage.
- 2.04.100 Welfare benefit program.

2.04.010 Health care plan.

The city is self-insured for its medical and dental insurance plans (hereafter referred to in this section and YMC 2.04.020 and 2.04.030 as the "health care plan"). The health care plan includes medical, dental and vision coverage for city employees as defined in the health care plan and for members of the city council. The medical and dental insurance plans are administered for the city by third party administrators. The city manager of the city of Yakima is authorized to enter into a contract or contracts with third party administrators to administer the medical and dental insurance plans. The health care plan shall be on file in the human resources division of the city. (Ord. 2012-14 (part), 2012; Ord. 2008-57 § 1, 2008; Ord. 1757 § 1, 1975; Ord. 1750 § 1, 1975; Ord. 1744 § 1, 1975; Ord. 758, 1965; Ord. 149 § 1, 1960).

2.04.020 Definitions.

"Cost of coverage" means the average monthly cost of coverage for the health care plan as determined from time to time by the city's health care administrator, the city's employee benefits broker, and/or the city manager. The final decision on the cost of coverage shall be made by the city manager. Such determination shall be final and binding. (Ord. 2012-14 (part), 2012; Ord. 2008-57 § 2, 2008).

2.04.030 City contributions.**A. Life Insurance Plan.**

1. Effective October 24, 1991, the city shall provide a fully paid life insurance policy in an amount equal to the annual salary for all management employees as defined in subsection B of this section, as well as for the chief, deputy chiefs and battalion chiefs of the Yakima fire department and the chief, deputy chief, captains and lieutenants of the Yakima police department.

2. For all employees covered by a collective bargaining agreement, the city shall provide a life insurance policy in the amount required in the applicable collective bargaining agreement.

B. Health Care Plan. The city shall contribute toward the payment of the monthly cost of coverage of the health care plan in the following manner for each group of employees or positions, respectively:

1. Represented Employee Contributions. For all employees covered by a collective bargaining agreement, the city shall pay its portion of the total monthly cost of coverage under the health care plan as provided in the applicable collective bargaining agreement, and the employee shall pay his or her portion of the total monthly cost of coverage under the health care plan as provided in the applicable collective bargaining agreement.

2. Management Employee Contributions.

a. "Management employee" means any nontemporary employee in the management series, executive support series and executive series as defined by YMC 2.20.100; in the public safety management series as defined by YMC 2.20.110; and any other nontemporary employee in YMC 2.20.100(D) who is not a member of any collective bargaining unit recognized by the city.

b. "Member of the city council" means any person holding the office of city of Yakima council member, who elects to pay the entire cost of coverage of the city of Yakima health care plan.

c. From January 1, 2009, on, except for the chief, deputy chiefs, and battalion chiefs in the fire department and the chief, deputy chief, captains and lieutenants in the police department, or unless otherwise provided in the applicable collective bargaining agreement, the following provisions apply: All management employees shall pay the first fifty dollars of the total monthly cost of coverage under the health care plan for the employee through a monthly payroll deduction. If an employee only is covered in the health care plan and the employee has no spouse or dependents in the health care plan, then the city shall pay the balance of the employee-only unit cost in excess of the first fifty dollars that the employee pays. For a management employee with a spouse and/or dependents in the health care plan, any cost of coverage for the management employee with a spouse and/or dependents in the plan in excess of the first fifty dollars that the employee pays shall be paid by the management employee through a monthly payroll deduction based on the following percentages on the remaining balance above the first fifty dollars: the employee shall pay at the rate of twenty-five percent of the balance of the remaining total monthly cost of coverage, and the city shall contribute the remaining seventy-five percent of the balance of the total monthly cost of coverage.

d. For the chief, deputy chief, captain and lieutenants of the Yakima police department and the chief, deputy chiefs and battalion chiefs of the Yakima fire department, unless otherwise provided in an applicable collective bargaining agreement, the city shall pay the total monthly cost of coverage under the health care plan

for the employee. If the chief, deputy chief, captain and lieutenants of the Yakima police department and the chief, deputy chiefs and battalion chiefs of the Yakima fire department have a spouse and/or dependents in the health care plan, then the employee shall pay through a monthly payroll deduction at the rate of fifty percent of the monthly dependent unit cost of coverage for the employee's spouse and/or dependents, and the city shall contribute the remaining fifty percent of the total monthly dependent unit cost of coverage for the employee's spouse and/or dependents, unless otherwise provided in an applicable collective bargaining agreement.

C. Authority to Exempt Certain Positions from Health Care Plan. Pursuant to YMC Chapter 2.04, the city manager and the heads of the city departments are entitled to be covered by the city's employee health care plan. This subsection C is limited to and for the purpose of recruitment only for the specific positions of city manager, chief of police, fire chief, city attorney, director of public works, director of community and economic development, and director of finance, when the person to whom an offer of employment is made has an existing health care plan from his or her former employment that he or she desires to maintain upon employment with the city. In that event, then the city council for the city manager position, and the city manager for the department head positions, have the authority to agree in writing to compensate that person for the cost to him or her to maintain his or her present health care plan, up to but not to exceed the amount the city's health care plan would otherwise have contributed to his or her health care costs for similar coverage under the city's health care plan. This health care cost payment shall be included with the employee's monthly compensation amount as a separate item and shall be treated as a taxable benefit subject to normal withholding taxes. The city's contribution for the health care allowance shall not be included in any calculations as base pay. If, and at such time as, the city employee's prior health care plan becomes fully paid and no longer requires financial contributions from him or her to maintain his or her health care coverage, the city's obligation to contribute toward that health care coverage shall cease. In no event shall the city's contribution for the health care allowance be more than the city would have contributed if the employee had similar coverage under the city health care plan. In addition, in the event that the employee's prior health care coverage ends and the employee desires to enroll in the city health care plan, that employee may do so provided the employee complies with the enrollment requirements for the city health care plan. (Ord. 2012-14 (part), 2012: Ord. 2008-57 § 3, 2008: Ord. 97-28 § 1, 1997: Ord. 96-66 § 1, 1996: Ord. 93-84 § 1, 1993: Ord. 3403 § 1, 1991: Ord. 3325 § 1, 1990: Ord. 3252 § 1, 1990: Ord. 2688 § 1, 1983: Ord. 2266 § 1, 1979: Ord. 2265 § 1, 1979: Ord. 2153 § 1, 1978: Ord. 1750 §§ 2, 3, 1975: Ord.

1744 §§ 2, 3, 1975: Ord. 1614 § 1, 1974: Ord. 1474 § 1, 1972: Ord. 1081 § 1, 1968: Ord. 758, 1965: Ord. 319 § 1, 1962: Ord. 149 § 3, 1960).

2.04.040 Hospital and medical insurance—Retired employee and dependent coverage.

A. Retired Employees. The following described retired city employees shall be eligible to remain enrolled in the group hospital and medical insurance plan and to obtain coverage for their eligible dependents until the retired employee reaches sixty-five years of age by paying a premium (including the premium for dependents, if enrolled) equal to the actual group rate for coverage of active city employees and enrolled dependents:

1. City employees who retire on or after January 1, 1982, and who at the time of their retirement work in positions within the bargaining unit of the American Federation of State, County and Municipal Employees, Local 1122; and
2. City employees who retire on or after January 1, 1983, and who at the time of their retirement work in any of the following positions:
 - a. All fire department positions,
 - b. All commissioned police department officers,
 - c. All employees in exempt classifications specified by YMC 2.20.100, and
 - d. All other positions defined by the policy as being eligible for coverage.

B. Spouses of Retired Employees. Spouses of retired commissioned police department officers, retired fire chiefs and deputy fire chiefs and retired employees who, at the time of retirement, were in exempt classifications specified by YMC 2.20.100, which spouses are otherwise eligible for coverage under provisions of the insurance policy, shall be eligible to remain enrolled in the group hospital and medical insurance plan until those spouses reach the age of sixty-five years (or in the case of spouses of deceased retirees, until the spouse remarries) by paying a premium equal to the actual group rate for enrolled dependents. (Ord. 2012-14 (part), 2012: Ord. 2835 § 1, 1985: Ord. 2749 § 1, 1984: Ord. 2686 § 2, 1983).

2.04.050 Dental insurance plan—Retired employee coverage.

A. Retired Employees. The following described retired city employees who retire on or after January 1, 1983, shall be eligible to remain enrolled in the group dental insurance plan and to obtain coverage for their eligible dependents until the retired employee reaches sixty-five years of age by paying a premium (including the premium for dependents, if enrolled) equal to the actual group rate for coverage of active city employees and enrolled dependents:

1. Chief and deputy chief of Yakima fire department;
2. Chief, captains and lieutenants of the Yakima police department; and
3. All employees in exempt classifications specified by YMC 2.20.100.

B. Spouses of employees retired from positions specified in subsection A of this section, which spouses are otherwise eligible for coverage under provisions of the insurance policy, shall be eligible to remain enrolled in the group dental insurance plan until those spouses reach the age of sixty-five years (or in the case of spouses of deceased retirees, until the spouse remarries) by paying a premium equal to the actual group rate for enrolled dependents. (Ord. 2012-14 (part), 2012: Ord. 2835 § 2, 1986).

2.04.100 Welfare benefit program.

A. The city of Yakima employees' welfare benefit program, attached as Appendix 1 to the ordinance codified in this section and incorporated herein by reference, is adopted and approved.

B. The city manager, or his designee, shall be authorized and directed to perform all management, administration and other responsibilities of the city under the city of Yakima's employees' welfare benefit program, except as expressly provided by such program or as required by law.

C. The participation agreements between the city and the Washington State Council of County and Municipal Employees, Washington State Council of County and City Employees, AFSCME, Local 1122, AFL-CIO ("AFSCME"); Yakima Police Patrolmans Association ("YPPA") and Local 469, International Association of Firefighters, AFL-CIO, attached to the ordinance codified in this section as Appendices 2, 3, 4 and 5 respectively and incorporated herein by reference, are approved, and the city manager is authorized and directed to execute said participation agreement.

D. The Yakima air terminal may join the city's employee welfare benefit program and its management employees and duly represented employees may participate in plans thereunder by action of the airport terminal board.

E. In the event that there is a conflict between any provision of this section or any provision of the employee welfare benefit program and any other section of this chapter, this section and the employee welfare benefit program shall take precedence. (Ord. 2012-14 (part), 2012: Ord. 94-9 § 3, 1994).

Chapter 2.16**BONDS FOR OFFICERS****Sections:**

- 2.16.010** **Bonds required—Amount.**
2.16.020 **Approval of bonds.**
2.16.030 **Payment of premium.**

2.16.010 Bonds required—Amount.

The following named officers, assistants and employees of the city of Yakima, and the treasurer of Yakima County as ex officio collector of city taxes, before assuming the duties of their respective office, shall be bonded by a professional surety company authorized to do business in the state of Washington, which bonds shall be conditioned for the faithful discharge of the duties of such officers and employees as provided by law, in the following amounts:

| | Blanket Bond | Annual Bond |
|---------------------------|---------------------|--------------------|
| City Manager | \$25,000.00 | |
| Director of Finance | 25,000.00 | |
| City treasurer | | \$100,000.00 |
| Yakima's County treasurer | 25,000.00 | |
| All other employees | 5,000.00 | |

Provided, however, that the bonds of two or more officers or employees, except for the annual bond of the city treasurer and county treasurer, may be consolidated in one instrument as a blanket bond. (Ord. 2212 § 1, 1978: Ord. 918 § 1, 1967: Ord. 2, 1959: Ord. B-196 § 1, 1937).

2.16.020 Approval of bonds.

Bonds required by YMC 2.16.010 shall be subject to approval by the city attorney as to form and execution, and upon such approval shall be retained on file in the office of the city clerk. (Ord. 2212 § 2, 1978: Ord. B-196 § 2, 1937).

2.16.030 Payment of premium.

After the approval of said bonds, the city shall pay a reasonable premium to the surety company furnishing such bond. (Ord. B-196 § 3, 1937).

Chapter 2.20

SALARIES

Sections:

| | |
|----------|---|
| 2.20.010 | Persons subject to plan. |
| 2.20.020 | Content of plan. |
| 2.20.030 | Procedure for determination of salary ranges. |
| 2.20.040 | Policy for pay steps. |
| 2.20.050 | Policy for present employees. |
| 2.20.060 | Transfer, promotion, reclassification, demotion, reinstatement or termination of employees. |
| 2.20.070 | Reduction of salary. |
| 2.20.080 | Effect of budget. |
| 2.20.085 | Reimbursement for expenditures. |
| 2.20.086 | Reimbursable expenditures—Amounts: |
| 2.20.088 | Uniform allowance—Special assignment pay. |
| 2.20.089 | Bilingual pay for management employees. |
| 2.20.094 | Salary of mayor, assistant mayor and council members—Fringe benefits. |
| 2.20.097 | Vehicle allowance for city manager. |
| 2.20.100 | Classification and compensation plan. |
| 2.20.115 | Management pay and compensation definitions. |
| 2.20.116 | Management pay and compensation adjustments. |
| 2.20.117 | Management salary schedule separation. |
| 2.20.118 | Management employee disability insurance. |
| 2.20.120 | Shift differential. |
| 2.20.130 | Management group tax deferred compensation plan. |
| 2.20.150 | Management personnel Section 125 plan. |

2.20.010 Persons subject to plan.

All employees of the city of Yakima shall be subject to the classification and compensation plan established in this chapter. (Ord. 302, 1961; Ord. 194 § 1, 1964).

2.20.020 Content of plan.

The classification and compensation plan shall include:

1. The basic salary schedule as set forth in this chapter, and subsequent amendments and additions thereto;

2. A schedule of salary ranges consisting of minimum and maximum rates of pay for each management position and minimum and maximum rates of pay, together with intermediate steps, for all other classes of positions included in the city classification plan as set forth in this chapter, and subsequent amendments and additions thereto;

3. The annual budgets prescribed by the laws of the state of Washington. (Ord. 1745 § 1, 1975; Ord. 194 § 2, 1960).

2.20.030 Procedure for determination of salary ranges.

Salary ranges shall be linked directly to the plan of position classification and shall be determined with due regard to ranges of pay for other classes, relative difficulty and responsibility of positions in the class, availability of employees in particular occupational categories, prevailing rates of pay for similar employment in private establishments in the Yakima area, rates of pay in other jurisdictions, cost of living factors, the financial policies of the city and other economic considerations. The minimum and maximum and intermediate steps of each salary range shall be those rates in the basic salary schedule which most nearly reflect these factors.

Prior to the preparation of each annual budget, as well as at other appropriate times, the city manager shall make or direct to be made such comparative studies as he may deem necessary, of the factors affecting the level of salary ranges. On the basis of information derived from such studies, the city manager shall recommend to the council for approval such changes in the salary ranges as are pertinent to the fairness and adequacy of the overall salary structure. Such changes shall be accomplished by increasing or decreasing the salary ranges the appropriate number of ranges as provided in the basic salary schedule. The rate of pay for each employee shall be adjusted to the corresponding step in the new range in conformance with the adjustment of the salary range for the class. (Ord. 194 § 3, 1960).

2.20.040 Policy for pay steps.

The following shall be the general policy with respect to the use of the pay steps within salary ranges:

1. The minimum rate of pay for a class shall be paid to any person on his original appointment, except appointments at a salary rate above the minimum may be authorized by the appointing authority when necessary to fill positions in "shortage" occupations or when necessary to recruit applicants with exceptional qualifications.

2. The basic salary range shall consist of five steps to be known as Steps 1, 2, 3, 4, and 5. An employee, except seasonal employees, shall normally be advanced to the next higher step six months after the date of hiring or promotion and to the succeeding steps at one-year inter-

vals, providing that employee's work has been satisfactory and the employee is making normal progress on the job. Employees in permanent seasonal positions shall be advanced to Steps 2, 3, 4, and 5 upon the completion of six months', eighteen months', thirty months', and forty-two months' of service, respectively; provided, such advancements shall be made only for employees with a satisfactory or better performance rating for the preceding season.

All within-range increases are subject to the availability of funds. For purposes of computing the length of time for eligibility for within-range increases, the period of all leaves of absence without pay shall not be included.

In order to simplify the preparation of payrolls, eligibility for within-range salary increases shall be computed in the manner heretofore set forth; provided, however, that upon an eligibility date falling on or before the fifteenth day of the month, such increase shall become effective as of the first day of the month; and provided further, that upon an eligibility date falling on or after the sixteenth day of the month, such increase shall become effective as of the first day of the following month.

Salary increases or decreases resulting from the adjustment of salary ranges in accordance with Section 2.20.030 shall not prevent within-range increase in accordance with this section. (Ord. 2051 § 1, 1977; Ord. 1389 § 1, 1972; Ord. 1082 § 1, 1968; Ord. 748, 1965; Ord. 478, 1963; Ord. 194 § 4, 1960).

2.20.050 Policy for present employees.

As of the effective date of the adoption of the compensation plan and any subsequent amendments thereof:

A. All employees whose pay is in excess of the maximum rate prescribed for their class shall not be reduced in pay, but they shall not receive any pay increases as long as they occupy positions for which the salary range maximum is the same as or less than the pay rate currently received.

B. Employees will be advanced in pay as a result of an adjustment to the salary range for their class as provided for in YMC 2.20.030, provided that no such advancement in pay shall be effective for a probationary employee in the management group defined in YMC 2.04.030(D), until the end of the probation. In addition, employees will be eligible for within-range increases according to service in the class as provided for in YMC 2.20.040(2), provided that no such advancement in pay shall be effective for a probationary employee in the management group defined in YMC 2.04.030(D), until the end of the probation.

The provisions of this section shall not prevent demotion or reduction for disciplinary reason or the application of service-wide pay decreases when such action is required by the financial conditions of the city or by changing economic conditions. (Ord. 3428 § 1, 1991; Ord. 194 § 5, 1960).

2.20.060 Transfer, promotion, reclassification, demotion, reinstatement or termination of employees.

A. When an employee is transferred, promoted, reclassified, demoted or reinstated, the employee's rate of pay for the new position shall be determined as follows:

1. Transfer. An employee transferred to another position in the same class will continue to receive the same rate of pay until the employee is promoted or demoted.

2. Promotion/Reclassification. An employee promoted or reclassified to a position in a class having a higher pay range shall receive a salary increase as follows:

a. If the employee's rate of pay in the lower class is below the minimum salary of the higher class, the employee's rate of pay shall be increased to the minimum rate of the higher class.

b. If the employee's rate of pay in the lower class falls within the range of pay for the higher class, the employee shall be advanced to the pay step in the higher range which is next higher in amount above the employee's pay before promotion.

c. In the case of promotion, within-range increases shall be granted in accordance with YMC 2.20.040(2).

d. In the case of reclassification, the employee shall be eligible for a within-range increase on the employee's normal anniversary date. For employees who have been at the maximum of the salary range for more than one year, the date of reclassification shall become the employee's anniversary date for future within-range increases.

3. Demotion. An employee demoted from a position in one class to another class having a lower pay range shall receive a salary decrease.

(a) If the rate of pay of the employee in the higher class is above the maximum salary for the lower class, the employee's rate of pay will be decreased to the maximum rate of the lower class.

(b) If the rate of pay of the employee in the higher class is within the pay range of the lower class, the employee's rate of pay shall be reduced to the next lower.

B. Severance. When an employee is terminated by the city manager, the city council grants authority to the city manager, at his or her option, to authorize a payment to the terminated city employee of lump sum severance pay equal to up to four months of the employee's base salary as full and complete payment and satisfaction of any claims of the employee arising out of his or her employment. The city manager is granted the authority to determine the specific amount of the severance payment; provided, however, it shall not exceed four months of the employee's base salary without the specific consent of the city council. Any lump sum severance payment is subject to normal payroll withholding taxes. As consideration for such severance payment, the employee shall, prior to receipt of the payment, execute and deliver to the city a

general release of the city of Yakima and its elected and appointed officers, employees and agents for all acts and actions (whether accrued or subsequently accruing) from the beginning of employment until the date of release, said release to be prepared by the city attorney or his or her designee. Although the city manager has the option to authorize a severance payment under the terms of this section, the city manager is not required to authorize a severance payment to an employee who has been terminated. (Ord. 2013-029 § 1, 2013; Ord. 1831 § 1, 1975; Ord. 1614 § 2, 1974; Ord. 194 § 6, 1960).

2.20.070 Reduction of salary.

An appointing authority for just causes may reduce the salary of an employee within the pay range prescribed for the class. Notice of intention to effect such a reduction in pay and the reasons for such action shall be given to the employee and the civil service chief examiner ten days prior to the effective date for the reduction. The employee affected shall have the right to appeal in the manner outlined in the civil service rules and regulations. (Ord. 194 § 7, 1960).

2.20.080 Effect of budget.

This chapter shall be in force and effect February 1, 1961, and from and after said effective date employees in each class of position in the civil service shall be compensated according to the basic salary schedule and salary ranges set forth in this chapter, and subsequent amendments and additions thereto, and in accordance with the annual budgets adopted by the council pursuant to the laws of the state of Washington. In cases of promotion, transfer and the return of an employee after leave of absence, and in cases of classification or reclassification of positions which, under YMC 2.20.060 and other provisions of this chapter, require the payment of a different wage or salary than that specifically set forth in the annual budget, the compensation to be paid in such cases shall be figured and paid in accordance with YMC 2.20.060 and other pertinent sections of this chapter without ordinance or council action, if the payment thereof can lawfully be made from funds appropriated under the current annual budget, under the item of salaries and wages, without exceeding appropriation.

In cases where the annual budget makes provisions for the payment of compensation for any position classification differing from the compensation set forth in said salary ranges in order to comply with the provision of subsection A of YMC 2.20.050, the employee affected by the provision of said section shall be paid the compensation for such position as set forth in the annual budget, and in all cases where no provision is made in said salary ranges the compensation to be paid any employee shall be that set forth in the annual budget or such compensation as

shall be lawfully authorized by the city council. (Ord. 194 § 8, 1960).

2.20.085 Reimbursement for expenditures.

In addition to the prescribed rates of pay and other allowances provided for in this chapter, officers and employees of the city shall be entitled to reimbursement for, or the benefit from, the following classes of official expenditures:

1. Officers and employees shall be entitled to reimbursement for expenses which may lawfully be incurred when they are required, with specific written approval of the city manager, to make necessary out-of-pocket expenditures within or without the city of a nature beyond those normally associated with the performance of the routine official duties of such individuals, for purposes which principally promote, develop or publicize the city's best interests.

2. In the event the city manager of the city of Yakima determines that in order to secure the services of any person not residing within the Yakima area as an employee of the city of Yakima, it is necessary to pay the cost of moving the household goods and personal effects of such person from his place of residence to the city of Yakima upon his appointment to city service, then payment of reasonable and necessary moving costs may be made from appropriate available maintenance and operation funds in the city's annual budget, upon the approval of the city manager.

3. The council finds that in selecting personnel to fill positions in the city of Yakima requiring special experience and training to qualify for such positions, it becomes necessary, in order to ensure selection of the most qualified applicant, that applicants for such positions be personally interviewed, and that in certain cases the expense to the city of sending members of boards, commissions and other officers of the city to various localities for the purpose of conducting such interviews exceeds the cost to the city government of providing that the interviews be had in the city of Yakima at the city's expense and that the payment by the city of the necessary travel and subsistence expenses for a limited number of applicants to be brought to the city will result in a saving of expense to the city in the outlay of travel and subsistence expenses or in the time which would be lost by reason of regular officers or employees of the city conducting the interviews elsewhere. The council further finds that in such cases the payment by the city of the travel and subsistence expense of applicants requested to come to the city of Yakima for interview is a proper municipal expense and for a proper municipal purpose.

4. In order to make a proper determination of the facts in cases where authority is requested to bring in applicants for any position in the city of Yakima at the city's expense, the city manager is authorized to deter-

mine the facts, and, upon approval by the city manager, based upon a determination that the payment by the city of the expenses of bringing a limited number of applicants to the city of Yakima for interview is necessary to make possible the selection of the best available applicant for a position involving special skill and experience to properly discharge the duties thereof, and that the payment of the expense of bringing said applicants to the city is less than the expense and loss to the city in sending its officers, commissions or boards to conduct said interview elsewhere, and that funds for the payment of such expenses are lawfully available, payment therefor shall be considered as approval by the city council and shall be paid from the fund to which said expenses are properly chargeable.

5. Training and Education.

a. Policy. The city council encourages the training and education of city officers and employees to the end that they may more effectively render services to the public in performing assigned duties or in preparing to assume higher responsibilities within the city service.

b. Reimbursement. Officers and employees shall be entitled to reimbursement for ordinary and reasonable expenses incurred in pursuing such training and education on compliance with the following conditions:

(1) In the opinion of the city manager, the seminar or course of study must be related to the performance of duties of the officer or employee in rendering service to the public, or must assist the officer or employee in preparing to assume higher responsibilities within the city service by promotion or otherwise;

(2) Specific written approval for the seminar or course of study must be obtained in advance from the city manager or his designate; and

(3) Funds for reimbursement to the officer or employee must be lawfully available within the city's budget or by appropriation therein.

6. Professional Fees, Licenses, and Membership Dues.

a. Management employees as defined in subsection 2.04.030(D) of this code shall be entitled to direct payment by the city of Yakima or reimbursement to the employee, for professional fees, licenses and membership dues applicable to any such employee, in an amount approved by the city manager.

b. Funds for this purpose must be lawfully available within the city's budget or by appropriation therein. (Ord. 3403 § 4, 1991: Ord. 2302 § 1, 1979: Ord. 2088 § 1, 1977: Ord. 189 § 1, 1976: Ord. 748, 1965: Ord. 208, 1960: Ord. 194 § 9A, 1960).

2.20.086 Reimbursable expenditures—Amounts.

A. All officers and employees shall, in addition to their prescribed rates of pay, be reimbursed for the following listed expenditures:

1. Transportation. The actual fare shall be paid for transportation by common carrier. Reimbursement at the per mile rate authorized by the Internal Revenue Code of 1989, as amended from time to time, shall be made for the use of private auto; provided, the reimbursement for travel by private auto to a point outside the state of Washington shall not exceed the total expense for such travel by commercial air coach including related and incidental transportation expenses such as limousine or taxi fare, car rental, parking fees and similar costs.

2. Lodging and Meals. The actual expense for lodging and meals shall be paid; provided, that the total reimbursable expense for both lodging and meals shall not exceed one hundred seventy-five dollars per day, including tips and gratuities; provided further, that when conventions, conferences, seminars or similar functions make expenditures in excess of one hundred seventy-five dollars per day necessary for lodging and meals, in the opinion of the city manager such excess expenditures may be allowed and reimbursed when approved by the city manager.

3. Necessary Minor Expenses. The actual amounts of necessary, or usual and customary, minor expenses, including tips and gratuities, shall be reimbursed.

B. All reimbursed expenses must be necessary, reasonable, within budget limits set for travel and training, and incurred in the conduct of the business of the city. When two or more representatives of the city attend the same meeting, transportation shall be planned to avoid needless duplication of automobiles. Employees shall obtain approval prior to taking any trip from their department head and from the city manager. (Ord. 98-8 § 1, 1998: Ord. 95-9 § 1, 1995: Ord. 3326 § 1, 1990: Ord. 3237 § 1, 1990: Ord. 2743 § 1, 1984: Ord. 2414 § 1, 1980: Ord. 2088 § 2, 1977: Ord. 2022 § 1, 1976: Ord. 1614 § 3, 1974: Ord. 858, 1966: Ord. 748, 1965: Ord. 213, 1960: Ord. 194 § 9B, 1960).

2.20.088 Uniform allowance—Special assignment pay.

A. Police detectives and patrolmen assigned to the detective division of the police department, when not issued or required to wear a uniform in the performance of their assigned duties, shall be paid a monthly clothing allowance of eighteen dollars in lieu of an issued uniform.

B. (1) Except for employees in the fire department and except for employees represented by AFSCME Local 1122, when a salaried employee works in a higher classification for a period of one day or longer, performs substantially all of the duties of such higher classification and is not actually receiving supervised training for that position, the employee shall be paid at the pay step in the higher classification which is next higher in amount above the employee's pay in the lower classification. The provi-

sions of this section shall not apply to management personnel.

(2) When an hourly employee works in a higher classification for a period of one hour or longer, performs substantially all of the duties of such higher classification and is not actually receiving supervised training for such position, the employee shall be paid at the step in the higher classification which is next higher in amount above the employee's pay in the lower classification.

(3) When a salaried permanent employee represented by AFSCME Local 1122 works for one hour or longer in a higher classification and in a different classification series from which the employee is regularly employed and performs substantially all of the duties of such higher classification and is not actually receiving supervised training for such position, the employee shall be paid at the pay step in the higher classification which is next higher in amount above the employee's pay in the lower classification for all such hours consecutively worked in the higher classification.

(4) When a salaried permanent employee represented by AFSCME Local 1122 works four consecutive hours or longer in a higher classification in the same classification series in which the employee is regularly employed and performs substantially all of the duties of such higher classification and is not actually receiving supervised training for such position, the employee shall be paid at the pay step in the higher classification which is next higher in amount above the employee's pay in the lower classification for all such hours consecutively worked in the higher classification.

C. Clerical personnel in the police department shall be paid fifteen dollars per month in addition to their regular salary when required to be available for night or weekend shifts, or when required to perform police duties other than clerical. Effective January 1, 1978, after six p.m. and until six a.m. on regularly scheduled shifts, an additional two percent per hour over base pay will be paid for all hours worked within the stipulated period to the nearest one-half hour for police department clerical personnel.

D. Police officers shall be paid thirty dollars per month in addition to their regular salary when assigned the duties of administrative assistant to the chief of police.

E. When any commissioned member of the police department is assigned by the chief of the department to a position in a higher classification for a period of four hours or more, such member shall be paid at the lowest rate of the higher classification which provides any salary increase for the officer for the actual time so assigned. The amount of payment for such special assignment shall be computed in accordance with any applicable provision of YMC 2.40.100. The payment for any such special assignment duty shall be subject to the availability of department funds for such purpose.

F. When any employee of the fire department is temporarily assigned by the chief of the department to a position in a higher classification for a period of four hours or longer, such member shall be paid special assignment pay of five percent above the normal base pay of that employee during that period of continuous service; provided, that the employee exercises the responsibility, including operational and administrative duties, as they apply to that position in the higher classification; provided, further, the chief of the fire department may authorize special assignment pay in excess of the five percent provided herein in exceptional circumstances as determined by the chief.

G. When any employee of the police department is assigned by the chief of the department to a position which requires operation of a motorcycle, such member shall be paid twenty-five dollars per month, in addition to his regular salary, for each month that he operates a motorcycle more than fifty percent of his total duty time.

H. When an employee of the fire department is assigned the duties of administrative assistant to the fire chief, such member shall receive sixty dollars per month in addition to the employee's regular salary.

I. When a programmer analyst is assigned to the police department, such person shall receive seventy-five dollars per month in addition to the employee's regular salary.

J. When an employee is temporarily assigned by the city manager to a position in a higher management classification for a period of one day or longer and performs substantially all of the duties of such higher classification, or when the city manager assigns an employee additional responsibilities beyond the scope of his/her current classification, the city manager may authorize and direct that the employee be paid special assignment pay, in an amount the city manager determines reasonable, above the normal base pay of that employee during the period of the employee's continuous service in said higher classification or performance of additional responsibilities. As used in this section, the term "management classification" means those positions identified in YMC 2.20.115(2). (Ord. 2013-005 § 1, 2013; Ord. 2005-42 § 1, 2005; Ord. 3379 § 1, 1991; Ord. 2843 § 1, 1985; Ord. 2153 § 2, 1978; Ord. 1860 §§ 1, 2, 1975; Ord. 1745 §§ 2, 3, 1975; Ord. 1614 § 4, 1974; Ord. 1474 § 4, 1972; Ord. 1381 §§ 2, 3, 1972; Ord. 980 § 1, 1967; Ord. 854 §§ 1, 2, 1966; Ord. 748 § 4, 1965; Ord. 584 § 1, 1964; Ord. 478 § 2, 1963; Ord. 391 § 1, 1962; Ord. 302 § 6, 1961).

2.20.089 Bilingual pay for management employees.

Effective July 1, 2003, in addition to the prescribed rates of pay and allowances provided for in this chapter, management employees who have a bilingual capacity shall receive sixty dollars per month for their work in that capacity subject to prior written approval from their respective

department head and subject to achieving a passing score on the bilingual/biliterate skills examination conducted under the civil service rules and regulations and administered by the civil service chief examiner. Department heads may waive the testing requirement if the employee can demonstrate to the satisfaction of the department head, through documentation or otherwise (i.e., court interpreter certification from the state of Washington), that the employee has sufficient bilingual/biliterate skills.

Management employees employed by the city of Yakima before July 1, 2003, who demonstrated bilingual/biliterate capacity by achieving a passing score on the civil service bilingual/biliterate examination and/or by demonstrating bilingual capacity to the satisfaction of their department head and who received prior approval from their respective department head shall receive, in addition to the prescribed rates of pay and allowances provided for in this chapter, thirty dollars per month for their work before July 1, 2003, in that capacity.

As used in this section, the term "management employees" means those positions identified in YMC 2.20.115(2). (Ord. 2003-36 § 1, 2003).

2.20.094 Salary of mayor, assistant mayor, and council members—Fringe benefits.

A. Salary of Mayor and Assistant Mayor. The mayor, assistant mayor, and city council members other than the mayor and assistant mayor shall be paid a salary computed and paid on a monthly basis as follows:

| Position | Salary Per Month |
|----------------------|------------------|
| Mayor | \$1,043.95 |
| Assistant mayor | \$800.37 |
| City council members | \$695.97 |

Effective January 1, 2006, and with regard to an at-large city council member who is elected to be mayor, the monthly salary of the mayor shall be one thousand three hundred seventy-five dollars.

Effective January 1, 2008, and with regard to a district position city council member who is elected to be mayor, the monthly salary of the mayor shall be one thousand three hundred seventy-five dollars.

Effective January 1, 2006, and with regard to an at-large city council member who is elected to be assistant mayor, the monthly salary for the assistant mayor shall be one thousand one hundred seventy-five dollars.

Effective January 1, 2008, and with regard to a district position city council member who is elected to be assistant mayor, the monthly salary of the assistant mayor shall be one thousand one hundred seventy-five dollars.

Effective January 1, 2006, the monthly salary for each at-large city council member shall be one thousand seventy-five dollars.

Effective January 1, 2008, the monthly salary for each district position city council member shall be one thousand seventy-five dollars.

B. Fringe Benefits. Commencing January 1, 1992, members of the city council, including the mayor and assistant mayor, shall receive no compensation for serving as mayor, assistant mayor, or council member other than the salary provided by subsection A of this section, and the following additional benefits, which are authorized:

1. Reimbursement for expenditures as provided by YMC 2.20.086;

2. Protection of a five-thousand-dollar life insurance policy, with the premium fully paid by the city;

3. Protection of Workmen's Compensation Insurance coverage under the State Industrial Insurance system;

4. Protection by a policy of insurance known variously as professional liability insurance or errors and commission insurance, covering council members acting in their official capacity, with coverage in the same amount as obtained from time to time for the protection of other city officers and employees, with the premium fully paid by the city;

5. Payment by the city of its portion of Social Security payroll tax on earnings of council members; and any other benefits expressly required by applicable laws;

6. Participation in the city employee welfare benefit program established by YMC 2.04.100; provided, that an election and payment are made as provided in YMC 2.04.030(D)(4). (Ord. 2005-35 § 1, 2005: Ord. 2000-2 § 1, 2000: Ord. 99-10 § 1, 1999: Ord. 94-9 § 2, 1994: Ord. 3210 § 1, 1989: Ord. 2920 §§ 1, 2, 1985; Ord. 2556 § 1, 1981).

2.20.097 Vehicle allowance for city manager.

The city manager shall be paid the amount of three hundred dollars each month as a vehicle allowance, in addition to the salary specified in the compensation plan for city employees. (Ord. 2005-78 § 1, 2005: Ord. 96-86 § 1, 1996: Ord. 2364 § 1, 1979).

2.20.100 Classification and compensation plan.

A classification and compensation plan for city employees is hereby adopted to be effective: June 8, 2014.

Pay ranges and pay steps set out in the schedule for the classifications allocated to these pay ranges shall be in full force and effective on the date stated above. The pay rates shall constitute full compensation for those employees with a work week of forty hours as set out in other sections of this code. Employees whose work week is less than forty hours shall be paid at the rate which is in the same proportion to the rates set out herein within their applicable classification that their work week bears to forty hours.

The hourly rate for those employees of the fire department whose work week exceeds forty hours shall be computed according to the provisions of YMC 2.22.030.

The performance of employees shall be evaluated annually in accordance with a management performance evaluation plan. The result of the performance evaluations shall be used by the city manager to determine the salary of each employee in the designated positions and shall be used by the city council to determine the salary of the city manager, said salaries to be no less than the minimum nor no greater than the maximum set out in the pay range applicable to the position according to the following schedule:

| Job Class Code and Title | Pay Grade | Effective Date | Step A | Step B | Step C | Step D | Step E | Step F |
|---|-----------|----------------|--------|--------|--------|--------|--------|--------|
| 6410 9-1-1 CALLTAKER CS: FIRE Union: IAFF | 590 | 01/01/2017 | 18.78 | 19.72 | 20.74 | 21.77 | 22.86 | 24.01 |
| | | 01/01/2016 | 18.32 | 19.24 | 20.23 | 21.24 | 22.30 | 23.42 |
| | | 01/01/2015 | 17.87 | 18.77 | 19.74 | 20.72 | 21.76 | 22.85 |
| | | 01/01/2014 | 17.52 | 18.40 | 19.35 | 20.31 | 21.33 | 22.40 |
| 10302 ACCOUNTANT CS: CHARTER Union: TEAMSTERS | 975SA | 01/01/2014 | 29.07 | 30.52 | 32.03 | 33.66 | 35.33 | |
| 2312 ACCOUNTING TECHNICIAN CS: CHARTER Union: AFSCME | 12.5 | 01/01/2017 | 17.82 | 18.56 | 19.45 | 20.39 | 21.29 | |
| | | 01/01/2016 | 17.39 | 18.11 | 18.98 | 19.89 | 20.77 | |
| | | 01/01/2015 | 16.97 | 17.67 | 18.52 | 19.40 | 20.26 | |
| | | 01/01/2014 | 16.56 | 17.24 | 18.07 | 18.93 | 19.77 | |
| 11610 ADMIN. ASST. FOR YAKIMA AIR TERMINAL CS: CHARTER Union: AFSCME | 980A | 01/01/2017 | 24.30 | 25.53 | 26.76 | 28.14 | 29.49 | |
| | | 01/01/2016 | 23.71 | 24.91 | 26.11 | 27.45 | 28.77 | |
| | | 01/01/2015 | 23.13 | 24.30 | 25.47 | 26.78 | 28.07 | |
| | | 01/01/2014 | 22.57 | 23.71 | 24.85 | 26.13 | 27.39 | |
| 1331 ADMIN. ASST. TO THE CITY MANAGER CS: EXEMPT Union: NONE | 972 | 01/01/2014 | 32.86 | 34.50 | 36.24 | 38.04 | 39.92 | |
| 11615 ADMINISTRATIVE ASSISTANT FOR WASTEWATER CS: CHARTER Union: NONE | 980 | 01/01/2014 | 22.24 | 23.36 | 24.48 | 25.74 | 26.99 | |
| 16101 ADMINISTRATIVE ASSISTANT TO FIRE CHIEF CS: FIRE Union: TEAMSTERS | 980SA | 01/01/2014 | 22.78 | 23.93 | 25.08 | 26.36 | 27.64 | |
| 11701 ADMINISTRATIVE ASSISTANT TO POLICE CHIEF CS: CHARTER Union: NONE | 980 | 01/01/2014 | 22.24 | 23.36 | 24.48 | 25.74 | 26.99 | |
| 10507 ADMINISTRATIVE SECRETARY CS: CHARTER Union: NONE | 983 | 01/01/2014 | 19.21 | 20.19 | 21.15 | 22.24 | 23.36 | |

conomic value of employee compensation and benefits, including, but not limited to, salary, longevity, paid leave, holidays, deferred compensation, and other forms of employee compensation, said change to be measured from one calendar year to the next succeeding calendar year.

2. "Management employees" means all nontemporary employees in the following positions:

(a) Executive series, as listed in YMC 2.20.100(B);
(b) Management series, as listed in YMC 2.20.100(B);

(c) Executive support series as listed in YMC 2.20.100(B);

(d) Public safety management series, as listed in YMC 2.20.110(E);

(e) Union exempt civil service classes, as listed in YMC 2.20.100(D).

3. "Management PACA" means the pay and compensation adjustment for management employees that is computed each calendar year using the formula set forth in YMC 2.20.116.

4. "Reference year" means the current calendar year for which the Management PACA is computed and will become effective on January 1st.

5. "Prior year" means the calendar year immediately preceding the reference year.

6. "Bargaining unit PACA" means the pay and compensation adjustment for a recognized city of Yakima employee bargaining unit, as approved for the reference year by formal action of the Yakima city council.

7. "Average bargaining unit PACA" means the average of all bargaining unit PACAs that become effective during a particular reference year.

8. "Balancing adjustment" means the positive or negative change in the average bargaining unit PACA for the prior year, which change has occurred after computation of the management PACA for the prior year due to delayed resolution of bargaining unit negotiations. This change must be incorporated into the computation of the management PACA for the reference year in order to achieve equality between the management PACA and the average bargaining unit PACA. (Ord. 95-16 § 2, 1995; Ord. 94-83 § 1, 1994).

2.20.116 Management pay and compensation adjustments.

A. Notice of Anticipated Management PACA. The city manager or designee shall provide the city council with written notice at least thirty days before the implementation date of the anticipated management PACA based on the latest available projections using the management PACA formula in subsection B of this section.

B. Pay and Compensation Adjustment Formula. A management pay and compensation adjustment shall be computed as of January 1st of each successive reference year based upon the following formula:

$$\text{Management PACA} = \text{Average Bargaining Unit PACA} + \text{Balancing Adjustment}$$

The computed management PACA shall be converted into dollars for each respective management employee classification, and the amounts thereby derived shall be added to each respective management employee salary schedule effective on January 1st of the reference year, subject to change pursuant to subsection C of this section. The management employee salary schedules as modified shall be annually codified in YMC 2.20.110. If the balancing adjustment is positive as of January 1st in a particular reference year, then management employees shall receive a lump sum payment as deferred earnings from the prior year equal to the incremental amount that would have otherwise been paid if bargaining unit negotiations had been resolved at the beginning of the prior year.

C. Effectiveness of Pay and Compensation Adjustments. Management pay and compensation adjustments, as computed in subsection B of this section, shall be effective on January 1st of each successive reference year, subject to the city council's authority to cancel, decrease, increase or otherwise change the management PACA by adopting amendatory legislation at least fifteen days before the management PACA implementation date.

D. Retroactive Payment of Deferred Earnings. In the event that there are no known bargaining unit PACAs as of January 1st of the reference year, due to unresolved bargaining unit negotiations, thereby yielding an average bargaining unit PACA equal to zero, then computation of the management PACA for that reference year shall be postponed and computed on June 30th of the reference year and paid retroactively to January 1st of the reference year. The formula set forth in subsection B of this section shall be used for this June 30th computation. Under this circumstance, the city council and management employees agree that payment of the management PACA is deferred until the June 30th computation. During such six-month deferral period, management employees shall be paid in accordance with the preceding year's salary schedule, but such compensation shall be deemed to be less than the total compensation to be paid for the services provided during said deferral period.

E. Satisfactory Performance Condition. A management employee shall receive the PACA provided for in this section, conditioned upon satisfactory performance under the employee merit pay plan, and subject to change pursuant to subsection C of this section.

F. Agreement for Deferred Earnings. Whenever there are any unresolved bargaining unit negotiations as of January 1st of the reference year, then it shall be understood and agreed between the city council and the management employees that management employees will be paid an amount less than their total compensation for the reference year until such time as all bargaining unit nego-

tations have been resolved and the incremental management PACA can be precisely computed and paid retroactively as deferred earnings.

G. **Nonexclusive Adjustment Process.** The management pay and compensation adjustments provided for in this section shall not be deemed to be an exclusive process for adjusting management pay and compensation, and the city council may wish to consider pay and compensation adjustments based upon comparative studies conducted pursuant to YMC 2.20.030.

H. **Examples of Management PACA Computations.** The following hypothetical examples illustrate how the management PACA formula operates:

Example 1: Bargaining Unit Negotiations Completed in First Half of Reference Year.

As of January 1st of particular year, the average of all known bargaining unit PACAs to be effective during that year is 2.2%. There were no delayed bargaining unit negotiations during the prior year so the balancing adjustment is zero. Therefore, the management PACA to be effective on January 1st of the reference year is 2.2%. Assuming that delayed bargaining unit negotiations for the reference year are resolved before June 30th, resulting in a revised average bargaining unit PACA for the reference year equal to 3.0%, then the revised management PACA is also 3.0%. This means that management employees have deferred earnings for January through June of the reference year in the differential amount of 0.8% of base salary over the six-month period. This percentage amount will be converted into dollars and added to the next management employee paycheck as lump sum deferred earnings. The management employee salary schedules will also be adjusted to reflect the 0.8% positive adjustment.

Example 2: Bargaining Unit Negotiations Completed in Second Half of Reference Year With Positive Balancing Adjustment.

As of January 1st of a particular year, the average of all bargaining unit PACAs to be effective during that year is 2.0%. Unresolved bargaining unit negotiations during the prior year were settled in the second half of the prior year, resulting in a positive balancing adjustment of + 0.5%. Reference year management PACA equals 2.0% + 0.5%, for a total management PACA of 2.5%. The management employee salary schedules will be adjusted to reflect a total 2.5% positive adjustment. In addition, the 0.5% positive balancing adjustment will be converted into dollars and added as a lump sum payment into the next management employee paycheck as deferred earnings.

Example 3: Bargaining Unit Negotiations Completed in Second Half of Reference Year With Negative Balancing Adjustment.

The same facts arise in this example as in Example 2 above, with the exception that there is a negative balancing adjustment equal to minus 0.5%. Reference year management PACA equals 2.0% minus 0.5% for a total management PACA of 1.5%. The management employee salary schedules will be adjusted to reflect this total 1.5% positive adjustment. There is no retroactive pay adjustment for the prior year.

(Ord. 94-83 § 2, 1994).

2.20.117 Management salary schedule separation.

It is the policy of the city of Yakima that managers and supervisors shall receive salaries that are a minimum of five percent higher than subordinate employees. Whenever management employee group salary schedules are changed or adjusted, a minimum positive five percent separation above bargaining unit salary schedules shall be maintained. Within the management employee group, salary schedules for management employees with supervisory responsibility shall be maintained at a minimum positive five percent separation above subordinate employee salary schedules. As used in this section, the term "management employee" means those positions identified in YMC 2.20.115(2). (Ord. 94-83 § 3, 1994).

2.20.118 Management employee disability insurance.

There is established a voluntary, employee-paid disability insurance program utilizing the payroll deduction process for participating management employees, as defined in YMC 2.20.115. The city director of finance and budget is authorized to implement and operate this disability insurance program using the city's payroll deduction system. (Ord. 94-83 § 4, 1994).

2.20.120 Shift differential.

Effective January 1, 1979, any employee within the bargaining unit of the American Federation of State, County and Municipal Employees will be paid a shift differential premium equal to an additional two percent per hour over that employee's base pay for all hours worked (rounded to the nearest one-half hour) by the employee between the hours of six p.m. and six a.m. during that employee's regularly scheduled shift, provided, effective January 1, 1980, the rate of the shift differential premium shall be increased to four percent per hour over base pay. (Ord. 2265 § 2, 1979).

2.20.130 Management group tax deferred compensation plan.

Commencing May 1, 1995, each member of the management employee group, as defined below, shall participate in a tax deferred compensation plan adopted or approved by the city and shall be paid, in addition to that employee's monthly salary as established by the compensation plan, deferred earned compensation each month in an amount equal to three percent of said monthly salary.

Effective December 9, 2012 (or as individually negotiated between the city and prospective employees prior to the effective date of this amendment), newly hired employees of the management group will not be eligible, nor shall participate, in the tax deferred compensation plan.

The management employee group, as that term is used in this section, is composed of any nontemporary employee in the following positions:

- (1) Executive series, as listed in YMC 2.20.100(B);
- (2) Management series, as listed in YMC 2.20.100(B);
- (3) Executive support series as listed in YMC 2.20.100(B);
- (4) Public safety management series, as listed in YMC 2.20.100(E);
- (5) Union exempt management support group, as listed in YMC 2.20.100(D);
- (6) Union exempt supervisory group, as listed in YMC 2.20.110(H);
- (7) Union exempt fire civil service, as listed in YMC 2.20.100(K). (Ord. 2012-42 § 1, 2012: Ord. 95-18 § 1, 1995: Ord. 3504 § 2, 1992: Ord. 3500 § 1, 1992: Ord. 2873 § 1, 1985: Ord. 2689 § 1, 1983).

2.20.150 Management personnel Section 125 plan.

A. The Section 125 spending plan for the city of Yakima as contemplated by 26 U.S.C. Section 125 is adopted for (1) all management employees, as defined below; (2) employees covered by the LEOFF labor agreement with IAFF Local No. 469; and (3) such other collective bargaining units for which this benefit has been included in a collective bargaining agreement approved by resolution of the city of Yakima city council.

"Management employees", as that term is used in this section, refers to all nontemporary employees in the following positions:

- (1) Executive series, as listed in YMC 2.20.100(B);
- (2) Management series, as listed in YMC 2.20.100(B);
- (3) Executive support series as listed in YMC 2.20.100(B);
- (4) Public safety management series, as listed in YMC 2.20.110(E);
- (5) Union exempt management support group, as listed in YMC 2.20.100(D);

(6) Union exempt supervisory group, as listed in YMC 2.20.110(H);

(7) Union exempt fire civil service, as listed in YMC 2.20.110(K).

B. The Section 125 spending plan shall be on file in the office of human resources and may be further amended by the city manager with respect to its amounts of contribution and services; provided, that such amendments are made in written form and filed with the original plan. (Ord. 3504 § 2, 1992: Ord. 3500 § 1, 1992: Ord. 3430 § 1, 1991).

Chapter 2.22

FIRE DEPARTMENT—WORKING CONDITIONS

Sections:

| | |
|----------|--|
| 2.22.010 | Workweek. |
| 2.22.020 | Calling off-duty firefighters in an emergency. |
| 2.22.030 | Compensation. |
| 2.22.040 | Overtime pay. |
| 2.22.050 | Special assignment pay. |
| 2.22.060 | Time-off privileges—Vacation leave. |
| 2.22.070 | Time-off privileges—Compassionate leave. |
| 2.22.075 | Time-off privileges—Sick leave. |
| 2.22.080 | Holidays. |

2.22.010 Workweek.

A. The fire chief, the battalion chief assigned as training officer, the fire marshal, fire inspectors and all other day personnel not working a shift shall work a basic workweek of forty hours and standard workday of eight hours.

B. Battalion chiefs, captains, lieutenants, and firefighters in the fire combat division working shifts shall work a basic average workweek of fifty-five hours and a standard work shift of twenty-four hours effective January 1, 1976; and shall work a basic average workweek of fifty-four hours and a standard shift of twenty-four hours effective January 1, 1977.

C. Alarm operators shall work a basic workweek of forty hours and a standard work shift as established by the fire chief. (Ord. 1922 § 2 (part), 1976).

2.22.020 Calling off-duty firefighters in an emergency.

In the event of a threatening or unusual conflagration or other emergency, the fire chief, his assistant or other person in charge or command of the fire department, shall have the power and authority to summon any or all firefighters who may be off-duty to assist in the protection of life and property. (Ord. 1922 § 2 (part), 1976).

2.22.030 Compensation.

Effective January 1, 1976, compensation for personnel in all classifications and positions in the fire department shall be that set out in Section 2.20.110 except that employees whose basic workweek is an average of fifty-five hours per week shall be paid at an hourly rate computed by dividing such employee's basic monthly salary by a factor of 238.33. Effective January 1, 1977, employees whose basic workweek is an average of fifty-four hours per week shall be paid at an hourly rate computed by

dividing such employee's basic monthly salary by a factor of 234.00. (Ord. 1922 § 2 (part), 1976).

2.22.040 Overtime pay.

A. Overtime pay will be allowed for members of the fire department except battalion chiefs and fire chief when required to work in excess of their basic workweek or their standard workday or shift at the rates set out in subsection B of this section.

B. Overtime pay rates for fire department employees below the rank of battalion chief shall be computed in the following manner:

1. Effective January 1, 1976, when personnel are called from off-shift in order to maintain minimum fire combat strength as determined by the city council, the hourly overtime pay rate shall be computed by dividing such employee's basic monthly salary by 238.33 and multiplying the result by 1.5. Effective January 1, 1977, the hourly overtime pay rate shall be computed by dividing such employee's basic monthly salary by 234.00 and multiplying the result by 1.5.

2. When personnel are called from off-duty by the fire chief or his designate because of a fire, the hourly rate shall be computed by dividing the basic monthly salary by 173.33 and multiplying the result by 1.5.

3. A minimum of two hours of overtime pay shall be allowed for any callback from off-shift.

C. Fractions of an hour served on overtime duty shall be rounded to the next full hour for the purpose of computing amount of overtime.

1. When a shift battalion chief is required to provide work coverage for a shift battalion position vacancy, the battalion chief shall be paid at a straight time rate equal to the top step hourly rate for a shift battalion chief for each hour of work performed in excess of his/her regular 51.38 hour workweek.

2. When a shift battalion chief is called back from off-duty by the fire chief or his/her designee to perform work due to an emergency, the battalion chief shall be paid at an hourly rate computed by dividing his/her basic monthly salary by 173.33 and multiplying the result by 1.5.

3. When a shift battalion chief is required to perform work in excess of their regular 51.38 hour workweek due to a Washington State mobilization effort, the battalion chief shall be paid at an hourly rate computed by dividing his/her monthly salary by 222.66 and multiplying the result by 1.5. (Ord. 2000-16 § 1, 2000; Ord. 2014 § 1, 1976; Ord. 1922 § 2 (part), 1976).

2.22.050 Special assignment pay.

When any member of the fire department is temporarily assigned by the fire chief or his designate to a position in a higher classification for a period of six

2.22.050

hours or longer, such member shall be paid at the pay step in the range in that higher classification which is next greater in amount than his current salary. (Ord. 1922 § 2 (part), 1976).

2.22.060 Time-off privileges—Vacation leave.

A. There shall be an earned leave account established for each employee of the Yakima fire department. Accru-

als to the earned leave account shall be in the following amounts:

1. Day Shift Employees. There shall be an earned leave account established for each employee of the Yakima fire department working straight day shifts. Accruals to that earned leave account shall be at the following rates, effective January 1, 1978:

| Continuous Service in Years | | Full Calendar Monthly Accrual (Hours) | Hrs./Yr. Day/Yr. | |
|--------------------------------|-----------|---|------------------|----|
| At Least | Less Than | | | |
| 0 | 3 | 6-67/100 | 80 | 10 |
| 3 | 7 | 8 | 96 | 12 |
| 7 | 10 | 10 | 120 | 15 |
| 10 | 15 | 12 | 144 | 18 |
| 15 | 20 | 14 | 168 | 21 |
| 20 | — | 16 | 192 | 24 |

2. All other members of the department who are working shifts and who are not included in subsection 1 of this section shall accrue vacation leave at the following rates:

- Ten hours for each full calendar month for those with less than ten years of continuous service;
- Fourteen hours for each full calendar month for those with ten or more years of continuous service.

B. Vacation leave accumulated at the end of six months may be taken in the seventh month and each month thereafter as accumulated.

C. All vacation leave must be requested in advance and approved by the fire chief or his designate.

D. Vacation leave must be taken at such times as the employee can be spared, but an employee will be allowed to take his leave when he desires if it is possible to schedule it at that time.

E. Accumulation of vacation leave shall be as follows:

1. Management personnel on day assignments, other LEOFF personnel working days and non-LEOFF personnel, shall accrue vacation leave to a maximum of two hundred forty hours.

2. Department employees under LEOFF working shifts shall accumulate earned leave to a total of three hundred thirty-six hours; provided, that in an emergency or due to absences in the workforce which reduce the workforce below minimum staff level, the city manager may authorize accumulation of earned leave in excess of three hundred thirty-six hours for the duration of such emergency or for a period of time that the city manager may designate, with such additional hours to be credited to leave and taken in accordance with subsections C and D of this section.

3. Employees transferring from shift to day work shall not have the vacation portion of their earned leave

reduced from the number of hours accrued to the date of transfer. (Ord. 2040 § 1, 1977; Ord. 1922 § 2 (part), 1976).

2.22.070 Time-off privileges—Compassionate leave.

A. Employees not under LEOFF shall be granted compassionate leave in accordance with Section 2.40.030.

B. Employees under LEOFF shall be granted compassionate leave as follows:

- In the event of death of a member of the immediate family of an employee or employee's spouse, as defined in subsection B(4) of Section 2.40.030, shall be granted leave with pay not to exceed three calendar days; provided, however, that additional leave with pay may be granted when recommended by the fire chief or his designate and approved by the city manager or his designate.
- In the event of serious injury or illness to members of an employee's immediate family living with and dependent upon the employee and constituting an emergency or crisis, the employee may be granted leave with pay. Any leave with pay for this purpose must be recommended by the fire chief or his designate and approved by the city manager or his designate. (Ord. 1922 § 2 (part), 1976).

2.22.075 Time-off privileges—Sick leave.

A. Each employee of the Yakima fire department who is covered under provisions of Chapter 41.26 of the Revised Code of Washington, but whose effective date of initial employment as a firefighter or police officer by any employer is on or after October 1, 1977, so that such employee is not entitled to disability leave pursuant to Chapter 41.26 of the Revised Code of Washington, shall be granted sick leave with pay in accordance with the provisions of this section.

B. A sick leave account shall be established for each such eligible employee, by which account each employee shall be credited with twelve shifts of sick leave upon employment.

C. Accrual. Sick leave with pay shall accrue at the rate of one working shift of leave for each full calendar month of the eligible employee's continuous service with the fire department, provided no sick leave shall accrue during the first twelve months of employment.

D. Permissible use of sick leave: eligible employees shall be granted sick leave with pay for the reasons specified by subsection B of Section 2.40.030 of this code. (Ord. 2240 § 1, 1978).

2.22.080 Holidays.

A. All members of the fire department who are not by the nature of their work required to provide a twenty-four-hour-per-day service, seven days a week, shall be granted holidays as set out in Section 2.40.080.

B. Employees of the fire department who, by the nature of their work, are required to provide a twenty-four-hour-per-day service, seven days per week, shall be entitled to time off in lieu of holidays as follows:

1. Members of the fire combat division who are working an average workweek of fifty-five hours effective January 1, 1976, and fifty-four hours effective January 1, 1977, shall receive four twenty-four-hour shifts off with pay each year. Eight hours of time off in lieu of holidays shall be considered to be earned each month and such time shall be added to each employee's earned leave account.

2. Alarm operators shall receive eight hours of time off in lieu of each holiday set forth in Section 2.40.080 and these holidays will be subject to the same conditions as those for other city employees. Time off in lieu of holidays for alarm operators shall be earned for the month in which the holiday occurred and the time shall be credited to each employee's earned leave account.

C. All time off in lieu of holidays must be requested in advance and approved by the fire chief or his designate.

D. Time off in lieu of holidays must be taken at such time as the employee can be spared but an employee will be allowed such time off when he desires if it is possible to schedule it at that time.

E. The use of accumulated earned leave time attributable to time off in lieu of holidays shall be allowed from the date of employment, provided, the employee must have a minimum time of one full shift accrued. (Ord. 1922 §2 (part), 1976).

Chapter 2.24

LONGEVITY PLAN

Sections:

- 2.24.010 Longevity plan—Eligibility—Restrictions.
 2.24.015 Longevity plan—Service recognition award.
 2.24.020 Leave of absence for service in Armed Forces.

2.24.010 Longevity plan—Eligibility—Restrictions.

A. Effective January 1, 1979, those employees of the city of Yakima who are within the bargaining unit of the American Federation of State, County and Municipal Employees who are regularly and continuously employed full-time, and permanent seasonal employees, 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 day following the thirty-first day of December and the thirtieth day of June of each year; provided, that seasonal employees shall be paid any longevity pay to which they may be entitled upon the termination of any season worked.

| Years Service | Longevity Compensation |
|--|------------------------|
| At least 60 months and less than 120 months | \$20.00 per month |
| At least 120 months and less than 180 months | 30.00 per month |
| At least 180 months and less than 240 months | 40.00 per month |
| 240 months or more | 50.00 per month |

B. Effective January 1, 2002, all management employees as defined in YMC 2.20.115* shall receive compensation, called longevity pay, in addition to their regular salary, according to the following schedule, to be paid on the first applicable day following the thirty-first

* "Management employees" defined in YMC 2.20.115 means all non-temporary employees listed in the "executive series" (YMC 2.20.100(B)), "management series" (YMC 2.20.100(B)), "executive support series" (YMC 2.20.100(B)), "public safety management series" (YMC 2.20.100(E)), and "union exempt civil service classes" (YMC 2.20.100(D)).

day of December and the thirtieth day of June of each year.

| Years of Service | Percent of Base Pay |
|------------------|---------------------|
| 5 | 2.0 |
| 10 | 3.5 |
| 15 | 5.0 |
| 20 | 6.5 |
| 24 | 9.0 |

Effective January 1, 2003, all such management employees shall receive longevity pay, in addition to their regular salary, according to the following schedule, to be paid on the first applicable day following the thirty-first day of December and the thirtieth day of June of each year. Effective January 1, 2006, municipal judges shall not receive longevity pay.

| Years of Service | Percent of Base Pay |
|------------------|---------------------|
| 5 | 2.5 |
| 10 | 4.0 |
| 15 | 5.5 |
| 20 | 7.0 |
| 24 | 10.0 |

Effective December 9, 2012 (or as individually negotiated between the city and prospective employees prior to the effective date of this amendment), newly hired employees of the management group shall not receive longevity pay.

C. Upon termination of employment of anyone entitled to longevity pay, except upon the seasonal termination of seasonal employees, 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.

D. No longevity pay shall be paid to any employee who is discharged from employment for disciplinary reasons, or who terminates his employment without giving at least two weeks' notice in writing of such termination.

E. 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. (Ord. 2012-41 § 1, 2012; Ord. 2005-85 § 2, 2005; Ord. 2001-63 § 1, 2001; Ord. 95-16 § 1, 1995; Ord. 94-83 § 5, 1994; Ord. 3403 § 5, 1991; Ord. 2384 § 1, 1980; Ord. 2275 § 2, 1979; Ord. 2265 § 3, 1979; Ord. 2153 § 4, 1978; Ord. 2051 § 2, 1977; Ord. 1910 § 1, 1976; Ord. 1474 § 2, 1972; Ord. 748, 1965; Ord. 583 § 2, 1964; Ord. 85 § 1, 1960).

2.24.015 Longevity plan—Service recognition award.

As each employee becomes entitled to the longevity pay provided by YMC 2.24.010, that employee shall receive longevity compensation, in addition to the regular salary and such longevity pay, to consist of a five-year incremental service recognition award in the form of a pin, pendant or similar item of jewelry as determined from time to time by the city manager; and one such recognition award shall be further made to each such employee for each five years of service as a city employee in excess of twenty years. (Ord. 2101 § 1, 1977).

2.24.020 Leave of absence for service in Armed Forces.

Leave of absence for service in the Armed Forces of the United States shall be regarded as continuous employment in determining eligibility for such compensation, but shall not entitle such person to receive said compensation for the leave period. (Ord. 85 § 2, 1960).

Chapter 2.36

RETIREMENT PLAN PARTICIPATION

Sections:

2.36.010 Public Employee Retirement System adopted—Membership.

2.36.010 Public Employee Retirement System adopted—Membership.

The city of Yakima, Washington, has and elects to participate in the Public Employees Retirement System as provided for by Chapter 41.40 of the Revised Code of Washington. All employees and officers of the city of Yakima shall be included in said system, except the members of the fire department and of the police department who are members of the police and fire pension system; provided, that no elective official shall be included unless such official so elects and files a written notice of such election with the board of trustees of the pension system and the city clerk. (Ord. 93-50 § 5, 1993; Ord. 322 § 1, 1962; Ord. B-858 § 1, 1948).

Chapter 2.40

LEAVES OF ABSENCE

Sections:

| | |
|----------|----------------------------|
| 2.40.010 | Eligible employees. |
| 2.40.020 | Vacation leave. |
| 2.40.030 | Sick leave. |
| 2.40.035 | Bereavement leave. |
| 2.40.040 | Civil leave. |
| 2.40.050 | Military leave. |
| 2.40.060 | Leave without pay. |
| 2.40.070 | Unauthorized absences. |
| 2.40.080 | Holidays with pay. |
| 2.40.090 | Workweek. |
| 2.40.100 | Overtime pay. |
| 2.40.110 | Sick leave transfer (SLT). |
| 2.40.120 | Vacation buy-back program. |

2.40.010 Eligible employees.

Commencing March 1, 1977, all employees of the city of Yakima shall be eligible for vacation pay, sick leave, civil leave, military leave and holiday pay as provided in this chapter, except as follows:

1. Temporary or emergency employees shall not be eligible for any leave or holiday privileges. Employees in permanent seasonal positions shall be eligible for all leave privileges except vacation leave.

2. Leave and holiday privileges for fire department personnel shall be governed by Chapter 2.22 of this code.

3. Police department employees and fire department employees eligible for benefits provided by the Law Enforcement Officers' and Firefighters' Retirement System, RCW Chapter 41.26, shall not be entitled to sick leave benefits conferred by this chapter; provided, such employees shall be accorded leaves of absence as provided by YMC 2.40.030(B)(4) and (B)(5). (Ord. 2051 § 3, 1977; Ord. 1938 § 1, 1976; Ord. 1468 § 1, 1972; Ord. 1451 § 1, 1972; Ord. 447 § 1, 1963; Ord. 69 § 1, 1960).

2.40.020 Vacation leave.**A. Rate of Accrual of Vacation Leave.**

(1) Effective January 1, 1979, each eligible employee within the bargaining unit of the American Federation of State, County and Municipal Employees shall earn vacation leave at the following rates:

a. Employees with one full year of service shall earn ten working days, five of which may be taken after six months of service;

b. Employees with two full years of service shall earn twelve working days;

c. Employees with five full years of service shall earn fifteen working days;

d. Employees with ten full years of service shall earn nineteen working days;

e. Employees with more than fifteen full years of service shall earn twenty-two days.

(2) Effective October 24, 1991, all management employees as defined in YMC 2.04.030(B), the chief of the fire department and the chief, captains and lieutenants of the police department shall be entitled to vacation leave at the following rates:

a. Employees with less than two years of service shall earn eight hours per full month of service (twelve days per year);

b. Employees with two years or more but less than six years of service shall earn nine and one-third hours per full month of service (fourteen days per year);

c. Employees with six years or more but less than ten years of service shall earn twelve hours per full month of service (eighteen days per year);

d. Employees with ten years or more but less than fifteen years of service shall earn fourteen hours per month of service (twenty-one days per year);

e. Employees with fifteen or more years of service shall earn sixteen hours per full month of service (twenty-four days per year).

(3) Effective January 1, 1979, police patrolmen and sergeants shall earn vacation leave at the following hourly rates for each full calendar month of service:

a. Employees with less than three years of service shall earn six and sixty-seven-hundredths hours;

b. Employees with three years or more but less than six years of service shall earn eight hours;

c. Employees with six or more but less than ten years of service shall earn nine and thirty-three-hundredths hours;

d. Employees with ten or more but less than fifteen years of service shall earn twelve hours;

e. Employees with more than fifteen years of service shall earn fourteen hours.

B. Accumulation of Vacation.

(1) An employee within the bargaining unit of the American Federation of State, County and Municipal Employees may accumulate vacation leave time in an amount equal to the vacation time the employee earns during two years of service, according to the accrual rate specified in subsection (A)(1) of this section.

(2) Subject to subsection (B)(3) of this section, an employee in the exempt classification, as specified in YMC 2.20.100, the chief and deputy chief of the fire department and the chief, captains and lieutenants of the police department may accumulate vacation leave time in an amount equal to the vacation time the employee earns during two years of service, according to the accrual rate specified in subsection (A)(2) of this section.

(3) Effective January 1, 1998, for the chief and deputy chief of the fire department, and the chief, captains, and lieutenants of the police department, at the end of each year any vacation leave accumulated in excess of the lim-

its specified in subsection (B)(2) of this section shall be paid to the respective employee at the rate of one hundred percent of the employee's base wage in effect as of December 31st of that year; provided, however, that the employee must use at least seventy-five percent of his/her vacation leave accrued during that year in order to qualify for the payment unless some or all of the employee's scheduled vacation leave use for that year is cancelled and cannot be rescheduled that year, and such prevents the employee from complying with the seventy-five percent vacation leave use requirement. At the end of each year all vacation leave accrued in excess of the limits specified in subsection (B)(2) of this section, but for which the employee does not qualify for payment, shall be transferred to the management extended sick leave pool established under YMC 2.40.110.

(4) All other employees covered by this chapter except those affected by subsections (B)(1) and (B)(2) of this section may accumulate vacation leave time not to exceed two hundred forty hours.

C. City Manager Discretion.

(1) The city manager shall have the discretion to adjust vacation accruals for all management employees as defined in YMC 2.04.030(B).

D. Permissible Use of Vacation Accruals with Pay.

(1) Vacation leave accumulated at the end of six months of service may be taken in the seventh month and each month thereafter as accumulated.

(2) Vacation leave must be taken at such time as the employee can be spared, but an employee will be allowed to take his leave when he desires, if it is possible to schedule it at that time.

(3) All vacation leave must be requested in advance and approved by the employee's department head.

E. Terminal Leave.

(1) A permanent employee, when leaving the service of the city in good standing and who has given at least two weeks' notice of his intention to leave, shall be compensated for vacation leave earned and accumulated to the date of separation.

(2) No compensation for vacation leave shall be payable to any employee who terminates his employment or is terminated before he has completed six months of service.

(3) Any eligible employee who is discharged or resigns as a result of disciplinary action shall be entitled to be compensated for only that vacation leave which was earned in preceding calendar years and not used at time of separation. This provision also shall apply to employees who quit without giving the notice specified in subsection (E)(1) of this section.

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

F. Reporting. Vacation leave with pay shall be reported to the personnel department on forms and according to procedures as specified by the director of personnel. (Ord. 2013-036 § 1, 2013; Ord. 98-34 § 1, 1998; Ord. 3403 § 6, 1991; Ord. 2363 §§ 1, 2, 1980; Ord. 2265 § 4, 1979; Ord. 2153 § 5, 1978; Ord. 1901 § 1, 1976; Ord. 1900 § 1, 1976; Ord. 1745 § 6, 1975; Ord. 1614 § 6, 1974; Ord. 1474 § 3, 1972; Ord. 1408 § 1, 1972; Ord. 1402 § 1, 1972; Ord. 1317 § 1, 1971; Ord. 447 § 2, 1963; Ord. 69 § 1 (part), 1960).

2.40.030 Sick leave.

A. Accrual.

(1) Effective October 24, 1991, all employees except management employees as defined in subsection D of this section and except employees covered by the Washington State Law Enforcement Officers' and Firefighters' Retirement System shall accrue sick leave at the rate of one working day of leave for each full calendar month of the employee's service with the city. Unused sick leave may be accumulated for an unlimited maximum period.

(2) Upon initial employment, management employees as defined in subsection D of this section shall accrue sick leave at the rate of two working days of leave for each of the first six full calendar months of the employee's service with the city, and no sick leave shall accrue for any such employee for the seventh through the twelfth full calendar months of service. Thereafter, commencing with the thirteenth full calendar month of service, each employee shall accrue sick leave at the rate of one working day of leave for each full calendar month of service. Unused sick leave may be accumulated for an unlimited maximum period.

B. Permissible Use of Sick Leave. An employee eligible for sick leave with pay shall be granted such leave for the following reasons:

1. Personal illness or physical incapacity resulting from causes beyond employee's control;
2. Quarantine of employee due to exposure to a contagious disease;

3. On-the-job injuries; any employee receiving sick leave with pay, who is eligible for time-loss payments under the workman's compensation law shall, for the duration of such payment, receive only that portion of the employee's regular salary which, together with said payments, will equal the employee's regular salary. In order not to work an undue hardship on the employee caused by the time lag involved in time-loss payments, the employee shall be paid full salary and on receipt of time-loss payments shall endorse such payments to the city. Said employee shall be charged with sick leave only for that portion of the employee's regular salary for which the city is not reimbursed by the workman's compensation payments endorsed to the city;

4. Subject to and in accordance with YMC 2.40.035, the death of a member of the immediate family of an employee or employee's spouse;

5. Illness and disability caused or contributed to by pregnancy, miscarriage, abortion, or childbirth;

6. Sick leave shall not be allowed for any period of time that the employee is gainfully employed by another employer;

7. Leave taken pursuant to and in accordance with the Family and Medical Leave Act of 1993 and the FMLA policy of the city of Yakima;

8. To care for a child of the employee with a health condition that requires treatment or supervision; "child" as used herein means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is (a) under eighteen years of age or (b) eighteen years of age or older and incapable of self-care because of a mental or physical disability;

9. To care for a spouse, parent, parent-in-law, or grandparent of an employee who has a serious health condition or an emergency condition; "parent" as used herein includes an individual who stood in loco parentis to an employee when the employee was a child.

C. Requirements for All Paid Sick Leave.

(1) Every employee must report to the representative designated by his department head the reason for the absence as far in advance of the starting of his scheduled work day as possible, but in no event shall this report be made later than the first day of absence.

(2) An employee must keep his department head informed of his condition if absence is of more than three working days in duration.

(3) For each absence an employee must submit upon the approved form an explanation of the reason for such absence. A statement by the attending physician may be required if an absence caused by illness or injury extends beyond three working days, or for each absence, if requested by the department head.

(4) Employees must permit home visits or medical examinations at the expense and convenience of the city.

D. Enforcement of Sick Leave Provisions.

(1) Any failure to comply with the provisions of subsection C of this section shall be grounds for denial of sick leave with pay for the period of absence.

(2) Misrepresentation of any material facts in connection with paid sick leave by any employee shall constitute grounds for suspension or discharge.

(3) It shall be the responsibility of the department head or his designated representative to:

a. Review all applications for sick leave and approve those which are bona fide and comply with the provisions of this section and forward same to the personnel department. The director of personnel shall not certify the payment of sick leave until the approved applications have been received, except that employees still absent at

the end of a pay period may be certified for payment of sick leave by the director of personnel upon recommendation of the department head as indicated by his signing the time sheet and subject to the receipt of an approved application for sick leave pay immediately upon the employee's return to work;

b. Investigate any suspected abuse of sick leave;

c. Withhold approval of sick leave pay in the event of unauthorized use;

d. Initiate disciplinary action if, as a result of investigation, it is determined that an employee has been guilty of wilful misrepresentation in a request for sick leave pay.

E. Sick Leave Exchange. All management employees as defined by YMC 2.20.115 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:

1. Except as otherwise provided in subsection (E)(3) of this section, exchange of accrued sick leave for cash will be granted for those employees with less than ninety days (seven hundred twenty hours) of accrued sick leave in accordance with the following:

a. Effective January 1, 2002, upon retirement the employee's accrued sick leave will be exchanged for pay at the rate of fifty percent of the employee's current base pay to a maximum of eighteen thousand seven hundred and fifty dollars.

b. Effective January 1, 2002, upon termination under honorable conditions, as distinct from retirement, the employee's accrued sick leave will be exchanged for pay at the rate of twenty-five percent of the employee's current base pay to a maximum of eighteen thousand seven hundred and fifty dollars. Honorable termination includes layoff for budget reasons, resignation with proper notice, and position abolition.

2. Except as otherwise provided in subsection (E)(3) of this section, exchange of accrued sick leave for additional leave days or for cash will be granted to employees who have accrued ninety days (seven hundred twenty hours) or more days subject to the following provisions:

a. Effective January 1, 2002, upon retirement, the employee's accrued sick leave up through a maximum of one hundred twenty-five days (one thousand hours) will be exchanged for pay at the rate of one hundred percent of the employee's current base pay to a maximum of thirty-seven thousand five hundred dollars.

b. Effective January 1, 2002, upon termination under honorable conditions, as defined in subsection (E)(1)(b) of this section, as distinct from retirement, the employee's accrued sick leave up to a maximum of one hundred twenty-five days (one thousand hours) will be exchanged for pay at the rate of fifty percent of the

employee's current base pay to a maximum of eighteen thousand seven hundred and fifty dollars.

c. Employees who have accrued more than ninety days (seven hundred twenty hours) of sick leave may exchange such sick leave for bonus (additional) leave days at the rate of four days of sick leave for each additional leave day, not to exceed a total of five added leave days annually, utilization of which would be subject to the scheduling and approval by the department head.

3. Effective January 1, 2002, upon the death of an employee, the employee's accrued sick leave up through a maximum of one hundred twenty-five days (one thousand hours) will be exchanged for pay at the rate of one hundred percent of the employee's current base pay to a maximum of thirty-seven thousand five hundred dollars.

4. In December of each year, any accruals beyond the one-hundred-twenty-day limitation applicable to fire department employees not covered by the Washington State Law Enforcement Officer's and Firefighter's Retirement System will be automatically exchanged based upon the formula of eight hours' pay for each thirty-two hours accrued or a percentage thereof for smaller accruals. Such pay will appear on the employee's final paycheck for the year.

5. Sick Leave Exchange Procedure. Any management employee may exchange accrued sick leave as provided in subsection (E)(1), (E)(2) or (E)(3) of this section at the option of the employee, subject to the following conditions and provisions:

a. A request for such an exchange shall be made to the director of finance and budget. All requests shall be in writing and shall be signed by the employee making the request, or the legal representative of the estate of the employee in the event of the death of the employee.

b. Requests will be accepted only during the first five working days of each month with exchanged leave to be available within fifteen calendar days of the date the request is received by the office of the director of finance and budget. Exceptions to the above will be made for death, termination, layoff or disability retirement.

c. No request will be granted for less than eight hours' pay or a minimum of three days' leave.

d. No exchange will be granted to an employee who has been terminated for cause, as defined by civil service. (Ord. 2005-30 § 1, 2005; Ord. 2003-78 § 1, 2003; Ord. 2001-64 § 1, 2001; Ord. 2000-29 § 1, 2000; Ord. 3403 § 7, 1991; Ord. 3077 § 1, 1988; Ord. 2153 §§ 6, 7, 1978; Ord. 1828 § 1, 1975; Ord. 1614 § 7, 1974; Ord. 1381 § 1, 1972; Ord. 854 § 4, 1966; Ord. 447 § 3, 1963; Ord. 69 § 1 (part), 1960).

2.40.035 Bereavement leave.

In the event of the death of a member of the immediate family of a management employee or his/her spouse, the employee shall be granted up to three days of bereavement

leave without loss of pay per calendar year. For purposes of this section, "immediate family" means husband, wife, parent, grandparent, child, grandchild, brother, or sister of the employee or his/her spouse. No leave of absence in excess of three days for a family death shall be taken by an employee unless additional leave is recommended by the employee's department head and approved by the appointing authority. Approved leave in excess of three days for the death of a family member shall be debited against the employee's accrued sick leave, annual leave, compensatory time and/or other accrued leave. (Ord. 2001-64 § 2, 2001).

2.40.040 Civil leave.

(a) Any necessary leave shall be allowed by the head of the department to permit any employee to serve as a member of a jury, or to exercise his other civil duties. Each employee who is granted such leave, and who, for the performance of the civil duties involved, received only compensation, shall be paid by the city for the time he is absent only in the amount of excess of his regular salary over the compensation so received.

(b) Payment for civil leave shall be in accordance with the procedure set out in subsection (B)(3) of YMC 2.40.030. (Ord. 619 § 1, 1965; Ord. 447 § 4, 1963; Ord. 69 § 1 (part), 1960).

2.40.050 Military leave.

Leave not to exceed fifteen days during each calendar year, over and above annual vacation or sick leave, may be allowed any employee who is a member of the National Guard or of any organized reserve or Armed Forces of the United States. The employee will be paid his normal pay during such military leave period when taking part in active training duty. The term "days" as used in this section means calendar days. No calendar days shall be charged against the fifteen-day military leave period for nonwork days before the beginning or after the end of any active military leave period. (Ord. 1911 § 1, 1976; Ord. 69 § 1 (part), 1960).

2.40.060 Leave without pay.

A. All leave without pay must be requested and approved by the department head prior to the beginning date of such leave.

B. Leave without pay for more than fifteen working days must be approved in advance by the appointing authority.

C. Leave without pay may be granted to an employee who has accrued vacation recorded. This section shall not be construed as forbidding the use of leave without pay as a disciplinary measure. (Ord. 182 § 2, 1975; Ord. 1745 § 7, 1975; Ord. 1614 § 8, 1974; Ord. 447 § 5, 1963; Ord. 69 § 1 (part), 1960).

2.40.070 Unauthorized absences.

Unauthorized absences from duty for three consecutive days shall constitute grounds for discharge at the discretion of the city manager subject to civil service rules and regulations. (Ord. 447 § 6, 1963: Ord. 69 § 1 (part), 1960).

2.40.080 Holidays with pay.

A. The following days are established as holidays with pay for all eligible employees of the city of Yakima: the first day of January (New Year's Day), the third Monday of January (Martin Luther King, Jr. Day), third Monday of February (President's Day), the last Monday of May (Memorial Day), fourth day of July (Independence Day), first Monday of September (Labor Day), eleventh day of November (Veterans' Day), fourth Thursday of November (Thanksgiving Day), the day immediately following Thanksgiving Day, and the twenty-fifth day of December (Christmas).

B. In addition to the days specified in subsection A of this section, all eligible employees shall be entitled to one paid personal holiday to be selected by the employee subject to the following conditions:

1. The employee has been or is scheduled to be continuously employed for the city for more than six months;
2. The employee has given not less than fourteen calendar days of written notice to the appointing authority; provided, however, the employee and the appointing authority may agree on an earlier date;
3. The appointing authority has approved the day;
4. The day selected does not prevent a department from providing continued public service and does not interfere with the efficient operation of the department;
5. The personal day must be taken during the calendar year or entitlement to the day will lapse except when an employee has requested a personal holiday and the request has been denied; and
6. The personal holiday is not taken off immediately before or immediately after another holiday unless approved by the appointing authority.

C. Except as provided by subsections I and J of this section, whenever any holiday specified in subsection A of this section falls on a Saturday, the preceding Friday shall be scheduled as a holiday for part of the employees of each city department, and the remaining employees of each department shall be granted another day off within thirty days after any such holiday, with such day off to be scheduled for each employee entitled thereto at a time determined at the discretion of the department manager to be practical so as not to interfere with service to the public, but so as to give the employee the choice of the day preferred if possible.

D. Except as provided by subsections I and J of this section, whenever any holiday specified in subsection A of this section falls on a Sunday, the succeeding Monday shall be scheduled as a holiday; provided that if a service

must be provided for the convenience or necessity of the public on that Monday, the department providing such service may assign an appropriate number of employees to work and such employees will be granted an equivalent day off within thirty days of the holiday with such day off to be scheduled for each employee entitled thereto at a time determined by the department head but giving the employee the choice of the day preferred if possible.

E. Employees shall receive one day's holiday pay at the straight time rate for each holiday specified in subsection A of this section on which those employees perform no work; if the employee performs work on a holiday, that employee shall receive holiday pay plus overtime pay for all hours worked, except for employees covered by subsections I and J of this section. The holiday shall be included as "time worked" at straight time for the purpose of determining whether an employee has worked forty hours in a week.

F. When employees below the level of division head other than those working on jobs where employees are scheduled to work in shifts in a service that is rendered seven days per week and twenty-four hours per day are required to work on a holiday, they shall be paid for such

work at the rate of time and one-half in addition to their regular pay.

G. In the event that a holiday occurs during a period of annual leave of an employee, such holiday shall not be charged as a day of leave.

H. No employee shall be paid for a holiday unless such employee is in a pay status both the workday before and the workday after such holiday except for employees working special schedules wherein holidays are worked as a part of that schedule.

I. In the fire department, holiday leave shall be governed by YMC 2.22.080.

J. In the police department, an employee shall be granted time off in lieu of holidays in an amount equal to the actual number of holidays enjoyed by other employees during the calendar year. The amount of time off in lieu of holidays to be granted during each year shall be computed each January and scheduled to be taken during the calendar year. The amount of time off in lieu of holidays to be granted an employee who is employed for a partial calendar year shall be prorated for the period of the calendar year during which that individual is employed and a deduction shall be taken from the salary of any employee who ceases employment and who has taken time off in lieu of holidays in excess of the pro rata amount to be granted the employee by the provisions of this section. Any time off in lieu of holidays not taken by December 31st of each year shall be forfeited unless the city manager extends the time within which such time off may be taken because of an emergency or other unusual circumstances.

K. In the event that a holiday falls on an employee's regular day off, the employee shall have equal time off to be scheduled within ninety days. (Ord. 2002-23 § 1, 2002; Ord. 2178 § 1, 1978; Ord. 2062 §§ 1, 2, 1977; Ord. 2041 § 1, 1977; Ord. 1967 § 1, 1976; Ord. 1848 §§ 1, 2, 1975; Ord. 1203 §§ 2, 3, 1970; Ord. 1081, 1968; Ord. 447 § 7, 1963; Ord. 69 § 1, 1960).

2.40.090 Workweek.

A. Workweek Provisions. With the exception of the fire and police departments, and transit division and other jobs which require special consideration by mutual agreement between the employees and the appointing authority, the following provisions shall govern the workweek, and workday and work shifts of employees within the bargaining unit of the American Federation of State, County and Municipal Employees:

1. Workweek. The workweek shall consist of five consecutive eight-hour days with two consecutive days off, or four consecutive ten-hour days with three consecutive days off.

2. Workday. Eight or ten consecutive hours of work within a twenty-four-hour period shall constitute a workday, and the regular hours of work each day shall be con-

secutive except that they may be interrupted by a lunch period which shall not be less than thirty minutes.

3. Work Shift. Eight or ten consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

B. Workweek—Transit Operators. The workweek for transit operators shall consist of forty hours per calendar week. A workday may be either consecutive hours or a split shift, with assignment to shifts and routes to be made on the basis of requests by transit drivers according to their seniority.

C. Commencing July 1, 1971, the basic workweek for employees of the police department shall be forty hours and the standard workday shall be eight hours; provided, the chief of the police department may, at any time and at his discretion, with the approval of the city manager, schedule duty shifts or workdays so that certain employees designated by the chief will work ten hours a day, four days a week. (Ord. 2265 §§ 5, 6, 1979; Ord. 1317 §§ 2, 3, 1971; Ord. 1203 § 4, 1970; Ord. 980 § 3, 1967; Ord. 854 § 5, 1966; Ord. 836 § 1, 1966; Ord. 447 § 8, 1963; Ord. 69 § 1 (part), 1960).

2.40.100 Overtime pay.

A. Overtime payment will be allowed for an employee below the rank of division head and police captain when ordered to work at the rate of time and one-half except as follows:

1. Commencing January 1, 1980, when police officers or sergeants are required to appear in court during their off duty hours, they shall be paid at a straight time rate for such time. A minimum of three hours per day for court appearance shall be allowed, if such court appearance occurs on a day which the officer is scheduled to work, but occurs outside of his regularly-scheduled working hours. A minimum of four hours per day for court appearance shall be allowed if such court appearance occurs on a day on which the officer is not scheduled to work. The officers shall have the option to take time off, at a straight time rate, in lieu of payment, and to accumulate such time off to a maximum of twenty-four hours for any one officer.

2. Overtime payment may be allowed for division heads and police captains at the rate of time and one-half when required to work because of an emergency or unusual circumstances if approved by the city manager.

3. Department directors, when required to work overtime in a non-supervisory capacity because of an emergency determined by the city manager, may be paid overtime at a straight time rate; provided, commencing May 18, 1980, department directors, when required to work in excess of forty hours during any work week in a supervisory capacity because of an emergency or unusual

circumstance approved by the city manager, shall be paid at the rate of time and one-half for such overtime work.

4. Compensating time off in lieu of overtime pay, as based on the rates provided by this subsection, may be taken at a time agreed upon by the department head and the employee, but may not be imposed by the department head in lieu of overtime pay upon any employee who has not so requested such compensating time off. Compensatory time off may be accumulated to a maximum of five working days unless the city manager approves additional accrual because of an emergency or other unusual circumstance; provided, however, an employee, who as of February 8, 1979, has accumulated compensatory time in excess of five days, may retain and use that accumulated compensatory time.

B. Overtime pay for employees, other than fire department personnel, who are paid at a monthly rate shall be computed by dividing the basic monthly salary by one hundred seventy-three and thirty-three one-hundredths and multiplying by a factor of 1.5.

C. Fractions of an hour served on overtime duty shall be rounded to the next full hour for the purpose of computing the amount of overtime.

D. Time spent by an employee beyond the normal working day for training classes or travel shall not be considered overtime work.

E. A minimum of two hours pay at the time and one-half rate will be paid to an employee who is called to return to work after leaving the worksite at the completion of the shift, or called to work on a day off. Such call-out time shall be counted from the time the employee leaves home and until the employee returns home.

F. Vacation leave, sick leave and compensatory time used (and holidays as provided in YMC 2.40.080(E)) shall be included as "time worked" at straight time for the purpose of determining whether an employee has worked forty hours in a week. Civil leave, military leave and leave without pay shall not be included as "time worked." (Ord. 2709 § 1, 1983; Ord. 2421 § 1, 1980; Ord. 2400 § 1, 1980; Ord. 2265 § 7, 1979; Ord. 2014 § 2, 1976; Ord. 1923 § 1, 1976; Ord. 1614 § 9, 1974; Ord. 1203 § 5, 1970; Ord. 1129 § 1, 1969; Ord. 854 § 6, 1966; Ord. 613 § 2, 1965; Ord. 44.7 § 9, 1963; Ord. 69 § 1 (part), 1960).

2.40.110 Sick leave transfer (SLT).

A. The city of Yakima allows eligible management, AFSCME and unrepresented employees to transfer paid sick leave to other eligible employees who have exhausted all other accrued paid leave and stand to lose compensation because either they, or their immediate family member(s), have suffered a catastrophic illness or injury.

B. This chapter applies to city of Yakima donor employees in full-time status, who have worked at least one year, in good standing with no pending disciplinary actions or history of chronic absenteeism. Recipient

employees shall qualify for leave up to twelve weeks if they, or a qualifying household or family member, suffer from a catastrophic illness or injury and all of the recipient's accrued leave is exhausted.

C. Definitions.

1. "Immediate family member" is defined as those individuals who live in the same household as the employee and are related by kinship, adoption, domestic partnership or marriage; or are foster children certified by the state of Washington. If not in the same household, an immediate family member is strictly limited to the employee's spouse, child or parent.

2. "Licensed practitioner" includes a licensed physician, nurse practitioner, or other licensed health care professional.

3. A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or member of the employee's immediate family that requires treatment by a licensed practitioner for a prolonged period and that forces the employee to exhaust all leave time earned and therefore results in loss of compensation.

4. A severe condition or combination of conditions is one that will result in death if not treated promptly; requires hospitalization for more than seventy-two consecutive hours; or causes a person to be legally declared a danger to him or herself or others. For purposes of this chapter, pregnancy and elective surgery are not considered severe conditions, except when life-threatening complications arise from them.

D. Process for Requesting Leave Transfer.

1. An employee is eligible to request use of SLT hours for their documented personal serious medical condition.

2. SLT hours shall not be used until all personal sick, annual, compensatory and in-lieu time has been exhausted.

3. A request to use SLT hours requires submission to the human resources manager, with accompanying medical documentation, by the fifteenth of the month. It will be forwarded to the city manager for final approval. The medical documentation must include an estimate of the amount of time needed and expected date of return from the accident, illness or injury for which the sick leave is being requested. If the medical documentation does not provide a specific date of return to work, follow-up documentation must be furnished every thirty days.

4. SLT may be requested and granted in increments of no more than ninety calendar days per request, up to the maximum allowed. If the duration of the event exceeds ninety calendar days, the employee will be required to submit another request for SLT.

5. If the request is approved, the human resources office will immediately route a copy to the payroll office

for processing and notification to the employee and supervisor that the request has been approved.

6. The human resources manager will coordinate distribution of an email communication soliciting voluntary leave hour donations on behalf of the employee.

7. Requests cannot be retroactively used unless documentation is provided regarding conditions warranting delay in receipt of their request.

E. Conditions for Donating Leave.

1. Employees who wish to donate leave to another employee must have a minimum balance of eighty hours of annual leave and/or three hundred eighty-eight hours of sick leave remaining following the transfer of leave hours. The transfer of compensatory time or in-lieu time does not require a minimum balance remain.

2. The minimum amount for each transfer is eight hours except an employee may donate all or part of their personal holiday.

3. A donation form, available in human resources, must be completed and submitted to the payroll office by the twenty-fifth of the month. (The funding of the donation will come from the donor employee's division budget. The division budget of the recipient will receive the funds.)

4. Once the sick leave transfer has been approved and processed by finance, it cannot be canceled.

5. The hours transferred to recipient employees by the employee's spouse, either of their parents, grandparents, brothers, sisters, children or grandchildren will be processed prior to those received from other employees.

6. Leave hours may be transferred from an employee's leave balance to an employee approved to use donated leave hours at any time prior to the effective date of retirement or termination from the city. The donation cannot consist of excess leave that the donor would not be able to take during the period between the date of the request and the donor's anniversary date.

F. SLT Usage.

1. SLT hours may be used consecutively or intermittently, up to the total number of hours available in the month. If hours in excess of the number needed for a full paycheck are received they will be held and used monthly, up to ninety days, if needed.

2. Receiving employees must provide notice to their department head and the human resources manager if there is any change in the circumstances for which the leave is being taken or if additional leave is needed beyond the period covered in the original request.

3. Receiving employees may not use more than twelve weeks (four hundred eighty hours) of transferred leave per catastrophic event.

4. A participating employee must not be receiving state-funded disability benefits intended to replace all or a portion of the employee's income. This applies to employ-

ees on workers' compensation or other city- or state-funded disability income insurance.

5. An employee or supervisor who attempts to coerce or pressure another employee to transfer or not transfer leave will be subject to disciplinary action. The selling or purchasing of leave is also strictly prohibited.

G. Coordination with Other Leave and Benefits.

1. Annual leave and sick leave accruals will not be earned if fifty percent or more of the hours of the month's compensation are from transferred leave.

2. Pursuant to WAC 415-108-468, transferred leave hours are not eligible for Department of Retirement Systems (DRS) service credits.

H. When the employee is absent from work because of a catastrophic illness or injury, the employee's department head shall require that, prior to the employee's return to work, the employee submit a licensed practitioner's written statement that the employee was required to be absent from duty because of the condition and the date that the employee is able to return to work. The statement must also specify what limitations, if any, exist to the employee's ability to perform his or her essential job functions. If limitations exist, the supervisor shall contact the human resources manager.

I. The city manager is the administrator of the SLT program, but may delegate approval authority as he or she deems necessary. (Ord. 2012-20 § 2, 2012).

2.40.120 Vacation buy-back program.

A. Purpose. The city of Yakima's annual vacation buy-back program is provided as an optional benefit for nonrepresented employees who elect to convert accrued vacation time into an annualized cash value. The goal of the program is to improve attendance, increase benefit flexibility, create uniformity with existing programs of represented employees, and limit accrued financial liabilities.

B. Applicability. This section is applicable to non-represented full and part time employees of the city of Yakima who elect to sell back their accrued vacation hours to the city.

C. Eligibility Criteria.

(1) Regular full-time and part-time employees may sell back up to one-third of their annual vacation accrued leave.

(2) Vacation hours eligible for buy-back are those hours earned up to the one-third maximum, accrued within the preceding twelve-month period.

(3) No more than one request may be made per calendar year.

D. Procedure.

(1) Employee Responsibility. The employee shall request a vacation buy-back form from finance, indicate their requested hours, and submit the form through their supervisor back to finance.

(2) Finance Department Responsibility. The finance department will generate a customized leave accrual form, complete the form, and route back to the employee through the employee's supervisor. Finance will process for inclusion in next pay cycle. (Ord. 2013-032 § 1, 2013).

Chapter 2.44

LOBBYING BY CITY PERSONNEL

Sections:

- 2.44.010 Declaration of necessity.
- 2.44.020 Authorizing employment of representative.
- 2.44.030 Permitted activities of representative.
- 2.44.040 Payment for services of representative.
- 2.44.050 Prohibited expenditures.
- 2.44.060 Ethical practices and conduct.

2.44.010 Declaration of necessity.

It is determined by the city council of the city of Yakima that the study and collection of information, data and opinions on the administrative and enforcement efficiency and costs attendant therewith and the societal effects of proposed, pending or enacted legislation is necessary for legislative planning or revision, and that a prompt, informative response to inquiries from legislators and public administrators, and attendance at legislative committee hearings, relating to the effect of legislation on municipal finances, services and authority, is necessary and helpful to the legislator in the enlightened performance of the legislative function and serves the best interests of the citizens and the public, and is declared to be a municipal purpose. (Ord. 1948 § 1 (part), 1976).

2.44.020 Authorizing employment of representative.

The city manager of the city of Yakima is authorized to designate city employees or representatives to collect, accumulate and analyze information concerning the effect of enacted legislation or the anticipated effect of proposed or pending legislation; to consult with employees or representatives of other municipalities or counties and associations thereof; to respond and provide data and information and give testimony to state legislators, legislative committees, state administrative officers, or other municipalities investigating the city's experience or anticipated costs, benefits or problems from such enacted or proposed legislation. (Ord. 1948 § 1 (part), 1976).

2.44.030 Permitted activities of representative.

In all matters in which an official, staff employee or other representative appears on behalf of the city, such representative shall observe, carry out or support the known relevant policies of the city council and shall consult the city manager or the city council for advice and guidance when required. All such informational activity shall be conducted with prudence and good judgment

and within all legal regulation of such activity. Such representative shall not have any authority to make any statements, commitments or promises binding upon the city, but may speak to influence the passage, debt or amendment of legislation affecting the city in accordance with the policy or position approved by the city council. (Ord. 1948 § 1 (part), 1976).

2.44.040 Payment for services of representative.

While engaged in such informational, educational and testimonial activity, a city employee shall continue to receive his or her current salary as a city employee. No additional compensation shall be paid or accrue to an elected official during his or her term of office with the city for such research, informational or lobbying services to this city. An employee or official shall receive reimbursement for the reasonable costs of travel, lodging, and personal meals reasonably incurred in the course of such service, in accordance with the city's regular policies and rates as to such reimbursement. (Ord. 1948 § 1 (part), 1976).

2.44.050 Prohibited expenditures.

No expenditures from city funds for the hosting, entertainment or campaign assistance of any legislator or state officer shall be authorized, expended or reimbursed. (Ord. 1948 § 1 (part), 1976).

2.44.060 Ethical practices and conduct.

The city's employee or representative in such informational or lobbying activities shall comply fully with all state regulations relating to ethical practices and conduct, and comply with all regulations relating to the reporting of expenditures in connection therewith. (Ord. 1948 § 1 (part), 1976).

Chapter 2.45**PERSONNEL EXAMINATION FEE****Sections:**

**2.45.010 Fee imposed—Collection—
Exemptions.**

**2.45.010 Fee imposed—Collection—
Exemptions.**

A. **Fee Imposed.** There is imposed a nonrefundable fee payable by every person who applies to take any examination, other than a promotional examination, for any position with the city which falls within any of the city's civil service systems. The fee shall amount to the pro rata cost, determined by the personnel office, which the city pays a source other than city employees and agents for preparing, supplying and grading the examination.

B. **Collection.** Except as provided in subsection C of this section, the fee shall be paid to the personnel office at the time application is made to take any such examination; and any applicant who fails or refuses to pay the fee shall be ineligible to take the examination.

C. **Exemption.** Any applicant found by the personnel officer to be unemployed at the time of making application for the examination shall be exempt from paying the fee imposed by this chapter. (Ord. 2969 § 1, 1986; Ord. 2500 § 1, 1981).