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**IDnum** 201    **Language** English    **Country** United States    **State** WA

**Union** AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

**Local** 1122

Occupations Represented
Multiple occupations represented

**Bargaining Agency** City of Yakima

**Agency industrial classification (NAICS):**

92 (Public Administration)

**BeginYear** 1999    **EndYear** 2000

**Source** <http://www.ci.yakima.wa.us/services/personnel/afscmecba.pdf>

**Original\_format** PDF (unitary)

**Notes**

**Contact**

**Full text contract begins on following page.**

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**COLLECTIVE BARGAINING  
AGREEMENT**

**Between**

**CITY OF YAKIMA, WASHINGTON**

**And**

**COUNCIL 2,  
WASHINGTON STATE COUNCIL OF  
COUNTY AND CITY EMPLOYEES**

**REPRESENTING**

**LOCAL 1122  
Municipal Employees**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO**

**EFFECTIVE**

**JANUARY 1, 1999 THROUGH DECEMBER 31, 2000**

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## **PREAMBLE:**

### **P-1: Collective Bargaining Agreement:**

**THIS COLLECTIVELY BARGAINED AGREEMENT**, hereinafter called the CBA, made and entered into the 1st day of January, 1999 by and between the City of Yakima, Washington, hereinafter called the City, and the Council 2, Washington State Council of County and City Employees, representing Local 1122 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the Union.

### **P-2: WITNESSETH:**

**A: WHEREAS**, Chapter 41.56 of the Revised Code of Washington contemplates the execution of collective bargaining Agreements between cities and unions representing government employees, the intent and purpose of such act being the promotion of the continued improvement of the relationship between 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

**B: WHEREAS**, the parties to this CBA recognize that benefits accrue to general government employees of the City by virtue of union membership, and that the best interests of the citizens of the City of Yakima are served by the City's official recognition of the City's general government employees' Union.

**C: NOW, THEREFORE**, pursuant to Chapter 41.56 of the Revised Code of Washington, and in accordance with the intent and purpose thereof, and for the purpose of promoting the morale, well being and security of the general government employees of the City, and for the purpose of promoting the general efficiency of the government of the City of Yakima, the parties hereto agree as follows:

# ARTICLE I - RECOGNITION OF UNION BARGAINING UNIT

## 1.1: Council 2, WSCCCE Represents These Bargaining Unit Positions:

**A:** The City recognizes the Union as the exclusive bargaining representative of the bargaining unit consisting of all permanent City employees except commissioned employees of the Police Department, Police Department Administrative Assistant, all employees of the Fire Department, except those persons appointed to exempt or unclassified positions, City Manager, members of his staff (including Administrative Secretary), Deputy City Clerk, all employees of the Human Resources Division, Legal Department, PERC Case Numbers: 08382-C-90-00474 (positions listed in B: 1 & 2 below), 09915-C-92-00571 (positions listed in C below) 10654-C-93-00626 (position listed in D below), 12979-E-97-2173 (positions listed in E below) and any other classifications covered under Section 2.20.100 D of the Yakima Municipal Code.

**B:** Supervisors, and confidential positions exempted as agreed by the parties in PERC Case Number 08382-C-90-00474 as follows:

### 1: Supervisory positions are:

Wastewater Plant Chief Operator, Wastewater Treatment Plant Process Control Supervisor, Industrial Maintenance Supervisor, Sewer Maintenance Supervisor, Assistant Wastewater Superintendent, Police Department Assistant IV, Water Treatment Plant Supervisor, Park Maintenance Supervisor, Department Assistant IV, Building Superintendent, Signal/Electrical Supervisor, Traffic Operations Supervisor, Mechanic II, Transit Operations Supervisor, Traffic Sign Supervisor, Street Supervisor, Aquatic Program Supervisor, Refuse Supervisor, Supervising Associate Planner, Equipment Maintenance Supervisor, Parks Operations Supervisor, Construction Engineer, Waterworks Supervisor, Home Remodeling Supervisor, Irrigation Supervisor, and Recreation Program Supervisor,

### 2: Confidential positions are:

Senior Analyst, and Payroll Officer.

**C:** Positions exempted as agreed by the parties in PERC Case Number 09915-C-92-00571:

**1:** Supervising Sanitary Engineer, Supervising Traffic Engineer, and Administrative Assistant to the Director of Public Works.

**D:** Positions exempted as agreed by the parties in PERC Case Number 10654-C-93-00626:

**1:** Senior Project Planner.

**E:** Positions exempted as agreed by the parties in PERC Case Number 12979-E-97-2173:

**1:** Police Services Dispatcher.

**F:** New positions created and exempted as agreed by the parties in Charter Civil Service Commission, 1993:

**1:** Laboratory Coordinator.

**G:** New positions created and exempted as agreed by the parties in Charter Civil Service Commission, 1994:

**1:** Engineering Contracts Specialist, and Police Services Supervisor.

**H:** New positions created and exempted as agreed by the parties in Charter Civil Service Commission Sept. 7, 1995 & Addendum 1994 - 1996 CBA:

**1:** Environmental Analyst, and Senior Engineer.

**I:** New positions created and exempted as agreed by the parties in Charter Civil Service Commission, 1996:

**1:** Cemetery Supervisor.

**J:** Position exempted agreed by the parties in a Memorandum of Agreement:

**1:** Water/Irrigation Engineer (9/3/96).

**K:** New positions created and exempted as agreed by the parties in Charter Civil Service Commission, 1997:

**1:** Supervising Senior Analyst.

## **ARTICLE II - UNION MEMBERSHIP**

### **2.1: Union Membership:**

All employees in the bargaining unit shall, within thirty (30) days after hiring, as a condition of employment, become members of the Union, provided that exceptions to membership shall be subject to the provisions of RCW 41.56.122(1).

### **2.2: Union Insignia:**

Union Members may wear official AFSCME lapel/stick pins (tie tacks), while on duty.

### **2.3: Payroll Deductions:**

The City agrees to deduct Union fees, dues and other assessments by the Union against its members within the bargaining unit from the pay of employees who authorize the City to do so, which authorization shall be in writing and signed by each person authorizing such deductions, and filed with the City. The Secretary of the Union shall notify the Finance Director, or their designee, of the City of Yakima of amounts to be deducted from the pay of each such person. The City shall transmit to the Washington State Council of County and City Employees, P.O. Box 750, Everett, Washington, 98206 the aggregate of such deductions, together with an itemized statement, on or before the 20th day of each month following the month for which deductions are made.

### **2.4: Indemnification:**

The Union agrees to defend, indemnify and hold harmless the City for any loss or damage arising from the operation of this Article knowingly caused by the Union. It is also agreed that neither any employee nor the Union shall have any claim against the City for any deductions made or not made unless a claim of error is made in writing to the City within forty-five (45) calendar days after the date such deductions were or should have been made.

## **ARTICLE III - COLLECTIVE BARGAINING**

### **3.1: Bargaining Teams:**

Collective bargaining between the parties shall be carried out by the City Manager, or his representatives, on behalf of the City Council, and a person or persons representing the Union. Said collective bargaining committees shall not exceed four (4) members each without mutual consent of the parties. The Union staff representative and the City Manager shall exchange in writing the names of the person or persons representing the respective parties for collective bargaining purposes.

### **3.2: Wages Hours and Working Conditions:**

Where negotiable matters pertaining to wages, hours and working conditions are fixed by various City Ordinances, the City Manager shall give notice to the Secretary of the Union with a copy to the staff representative of any proposed enactment or repeal of, or any amendments to, any such ordinance applicable to members of the bargaining unit. Such notice shall be given no less than ten (10) working days prior to the first meeting of the City Council where such ordinance is considered, and shall be in writing and contain a copy of the ordinance proposed to be enacted or of the proposed amendment, or shall refer by code number to any ordinance proposed to be repealed. No ordinance affecting wages, hours or working conditions of members of the bargaining unit shall be enacted by the City Council unless mutually agreed upon between the City Manager (or designee) and the collective bargaining committee of the Union.

### **3.3: Negotiations Timetable:**

**A:** Prior to the termination of this CBA, the Union and the City shall exchange written proposals for any changes in negotiable matters pertaining to wages, hours and working conditions sought for the subsequent year(s), specifying all sought changes.

**B:** During the City Manager's preparation of the annual budget, the City Manager shall consider the Union's proposals and negotiate with the Union's collective bargaining representatives. Any agreement reached in negotiations shall be reduced to writing in a memorandum of agreement which shall be signed by the City Manager and the Union's representative no later than the first Monday of November of each year.



**C:** In the event of disagreement between the collective bargaining committees concerning any Union recommendation and before impasse procedures are invoked the City's representative and the representative of the Union shall each set out in writing, and furnish a copy thereof to the other party, a brief signed statement containing the subject of disagreement as understood by the party writing the statement, the position on that subject of the other party as understood by the party writing the statement, which written statements shall take the place of a memorandum of agreement on that subject, each of which written statements shall be furnished to the other party no later than the date last mentioned above.

**D:** Nothing herein shall be construed so as to require approval by the Union of any budget, nor any portion thereof, before its submission to and adoption by the City Council.

## **ARTICLE IV - CODE PROVISIONS**

### **4.1: Incorporation By Reference:**

The following sections of the Yakima Municipal Code are hereby incorporated by reference and made a part of this CBA. All sections listed shall be in accord with the terms of this CBA and in the event of a conflict the terms of the CBA shall prevail.

- A:** Section 2.04.030 City Contributions A, B-4, C-2.
- B:** Section 2.20.010 Persons Subject to Plan.
- C:** Section 2.20.020 Content of Plan.
- D:** Section 2.20.040 Policy for Pay Steps.
- E:** Section 2.20.050 Policy for Present Employees Subparagraph (a).
- F:** Section 2.20.060 Transfer, Promotion, Reclassification, Demotion, or Reinstatement of Employees.
- G:** Section 2.20.070 Reduction of Salary.
- H:** Section 2.20.085 Reimbursement for Expenditures Subparagraph E.
- I:** Section 2.20.088 Uniform Allowance Special Assignment Pay, Subparagraphs B and C.
- J:** Section 2.20.100 Classification Plan, Subparagraph (b).

<b>K:</b>	Section 2.20.110	Compensation Plan, Subparagraph (e).
<b>L:</b>	Section 2.20.120	Shift Differential.
<b>M:</b>	Section 2.24.010	Longevity Plan, Eligibility Restrictions, Subparagraphs A, C, D.
<b>N:</b>	Section 2.40.020	Vacation Leave, Subparagraphs A, Section 1, and Subparagraphs B, C, D, E.
<b>O:</b>	Section 2.40.030	Sick Leave.
<b>P:</b>	Section 2.40.060	Leave Without Pay.
<b>Q:</b>	Section 2.40.070	Unauthorized Absences.
<b>R:</b>	Section 2.40.080	Holidays with Pay, Subparagraphs A, B, C, D,E, F, G, H, J, K.
<b>S:</b>	Section 2.40.090	Work Week.
<b>T:</b>	Section 2.40.100	Overtime Pay, Subparagraphs A-4, B, C, D, E.
<b>U:</b>	Section 2.40.120	Shared Leave-AFSCME employees.

## **ARTICLE V - IMPASSE**

### **5.1: Consideration by City Council:**

In the event the Union and the City's representatives are unable to resolve any negotiable matter relating to wages, hours or working conditions, such unresolved matter may be submitted by the parties hereto to the Yakima City Council for preliminary discussion and consideration by that body in an effort to satisfactorily settle such unresolved matter prior to any final City Council action by ordinance, resolution or otherwise. Such consideration by the Council shall be made after reasonable notice to the parties who shall have the right to be in attendance and to be heard.

### **5.2: Mediation:**

In the event the Union and the City Manager are unable to resolve any negotiable matter relating to wages, hours and working conditions, either party may request mediation or fact finding. Before mediation or fact finding is requested, the unresolved matter must be reduced to writing and reasonable notice given to the other party of intentions to seek mediation. Mediation shall be conducted by an appointee of the Washington State Public Employment Relations Commission (PERC), or the Federal Mediation Conciliatory Service (FMCS).

**5.3: Fact Finding:**

Fact finding shall be conducted by a committee of citizens of the City who are not employees of the City, one of whom shall be selected by the City Manager, one of whom shall be selected by the Union, and the third chosen by the two so selected. The conclusions of the fact finding committee shall be made public.

**5.4: Timeliness of Impasse Procedure:**

The impasse procedures contemplated by Article V- Impasse, Section 5.1, hereinabove are not mutually exclusive, and any one or all such procedures may be invoked in the event the Union's collective bargaining committee and the City's representatives are unable to resolve any negotiable matter relating to wages, hours or working conditions. In the event either party invokes impasse proceedings, the request therefore shall be made in a timely manner if reasonably possible so that such proceedings may be tentatively agreed to and forwarded to the Union for ratification and to the City Council for action by ordinance, resolution or otherwise.

**5.5: Public Disclosure:**

Neither party shall independently issue releases to any news media, nor otherwise make public disclosure, during pre-impasse negotiations of a collective bargaining agreement.

## **ARTICLE VI - GRIEVANCE PROCEDURE**

### **6.1: 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 CBA may be resolved as fairly and expeditiously as possible.

### **6.2: Remedies:**

The Union may either grieve matters covered by the general rules and regulations of the Charter Civil Service Commission of the City of Yakima, or the Union may appeal directly to the Charter Civil Service Commission. However, the Union may not exercise both approaches but must choose one or the other.

### **6.3: Grievance Defined:**

A grievance is an alleged wrong or dispute, considered by an employee or group of employees as grounds for complaint, pertaining to Wages, Hours and Working Conditions, covered by this CBA or its application, meaning or interpretation.

### **6.4: Special Provisions:**

**A:** The term "employee" as used in this Article shall mean a permanent, permanent part time, permanent seasonal, or probationary employee who is a member of the bargaining unit or group of such employees, accompanied by a representative if so desired.

**B:** The aggrieved party and his or her chosen representative shall be granted time off without loss of pay for the purpose of processing a grievance. City employees attending hearings as a witness for the aggrieved party shall be granted time off without loss of pay for the purpose of providing testimony, including Civil Service Commission meetings. The aggrieved party's representative may, after making advance notification to the relevant Division Manager, visit the work location of employees covered by this CBA for the purpose of investigating a grievance. Said investigation shall be conducted so as not to disturb the work of uninvolved employees.

**C:** Grievances on behalf of an individual employee may not be initiated or pursued without their consent. However, contract grievances may be initiated or pursued by the Union.

**D:** A grievance may be entertained in or advanced to any step in the grievance procedure if requested by one party in writing and agreed to by the other party in writing.

**E:** 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 to meet the time limit or extended time limit for responses by the City shall render the decision in favor of the Grievant.

**F:** 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.

## **6.5: Procedure:**

To be reviewable under this procedure a grievance must comply with the following:

**A:** Be filed upon a grievance form which has been mutually agreed upon by the City and the Union; in the format of AFSCME Form F-29.

**B:** Identify matters or incidents that are alleged to have occurred.

**C:** Identify an act or omission by management regarding aspects of this CBA.

**D:** Arise out of a specific situation, act or acts complained of as being unfair which has resulted, or identifies an inequity or damage to an employee.

**E:** Specify the relief sought.

**F:** A duplicate copy of all statements of grievance, requests for review and written decisions shall be filed by the person making them in the Human Resource Office.

**1: STEP I: Discussion with Supervisor:**

- a:** Whenever there is an apparent misunderstanding or dispute between an employee and the City, an effort must first be made to resolve the matter informally with the supervisor and/or Division Manager. The affected employee shall pose the question of the misunderstanding and/or dispute in writing to the supervisor(s) and/or Division Manager.
- b:** The supervisor(s) and /or the Division Manager shall answer the question of the misunderstanding and/or dispute in writing (then and there) at the initial meeting.
- c:** If the misunderstanding and/or dispute remains unresolved after the initial informal meeting, the employee shall reduce the dispute, in writing to the Department Head, within fifteen (15) working days, as a formal grievance.

**2: STEP II: Grievance Appealed to Department Head:**

An employee who is dissatisfied with the decision of the supervisor and/or Division Manager may submit the grievance in writing within fifteen (15) working days after notification to the employee of the decision of the supervisor and/or Division Manager to the Department Head. The Department Head shall make a separate investigation and notify the employee in writing of the decision, and the reasons therefore, within fifteen (15) working days after receipt of the employee's grievance.

**3: STEP III: Grievance Appealed to City Manager:**

If the employee is dissatisfied with the decision of their Department Head, the employee may obtain a review by the City Manager by submitting a written request to the City Manager for a review, which request shall be submitted within fifteen (15) working days after the notification to the employee of the decision of the Department Head. Said appeal shall delineate the areas of agreement and disagreement with the response given by the Department Head. The City Manager shall make such investigation and conduct such hearings as is deemed necessary, and shall, within fifteen (15) working days after the receipt of the employee's request for review, inform the employee in writing of the City Manager's findings and decision.

**4: Management or Union Grievance:**

**a:** Any grievance which the City's Management may have against the Union shall be reduced to writing and submitted, no later than fifteen (15) working days after having been made aware of the issue, to the President of the Union Local with a copy to the WSCCCE staff representative. The Union President shall make an investigation of the relevant facts and shall, within fifteen (15) working days, provide a written decision, and the reasons therefore. If the matter is not satisfactorily settled, an appeal may be instituted as set forth in 6.6 below.

**b:** By this same intent, the Union may, in kind, file a contractual grievance at Step III

**5: Work Day Defined:**

For purpose of the this Article work day shall refer to Monday through Friday excluding holidays.

**6.6: STEP IV: Final Resolution of Grievance Disputes:**

**A:** Either party to this CBA may refer unsettled grievances which concern provisions of this CBA to Arbitration.

**B:**

**1:** A request for Arbitration shall be in writing and shall be submitted to the other party not more than thirty (30) working days after the reply of the City Manager, or the Union President, respectively, unless the time shall be extended by written mutual agreement.

**2:** Such request shall identify the previously filed grievance which is the basis for the request for Arbitration and shall set forth the issue or issues which the party making the request seeks to resolve.

**C:**

**1:** The Arbitrator may be selected by mutual agreement between the City Manager and the Union. In the event the parties cannot agree on the selection of the Arbitrator within fifteen (15) working days after the request is filed, then either the City Manager or the Union may request PERC to assign an Arbitrator from its staff. Provided that if the parties mutually agree, the parties may request a list of nine (9) Arbitrators, from either Public Employment Relations Commission (PERC), American Arbitration Association (AAA), or Federal Mediation and Conciliation Services (FMCS).

**2:** Within fifteen (15) working days from the receipt of the list the parties shall meet and alternately strike names from the list until one (1) name remains, who shall serve as Arbitrator. The party to strike the first name shall be determined by a coin flip.

**D:** The Arbitrator shall be limited to determining whether the City or the Union has violated or failed to apply properly the terms and conditions of this CBA. The Arbitrator shall have no power to destroy, change, delete from or add to the terms of this CBA.

**E:** The Arbitration hearing shall be convened within thirty (30) calendar days after the selection process is completed.

**1:** PERC rules and procedures, shall govern the hearing.

**F:** The parties agree that the decision of the Arbitrator shall be final and binding and implemented within thirty (30) calendar days following the rendering of the decision.

**G:** Cost of the Arbitration shall be shared equally by the parties, including the Arbitrator's fees and expenses; room rental, if any, and cost of the Transcript(s).

**H:** Each party shall bear the cost of the preparation and presentation of its own case.



## **ARTICLE VII - BUSINESS LEAVES**

### **7.1: Contract Administration:**

Members representing the Union, not exceeding four (4) in number, shall be granted leave from duty without any loss of pay for actual time spent for all meetings between the City and the Union for the purpose of negotiating wages, hours and working conditions and the terms of a contract, or for processing grievances when such meetings take place at a time during which any such members are scheduled to be on duty. Actual time spent for meetings shall be limited to time spent in meetings and travel time.

### **7.2: Union Business:**

Such officers and members of the Union may be designated by the Union, not to exceed four (4) in number at any one time (except for attending labor conventions when the number shall not exceed seven (7) at any one time), shall be granted leave from duty with pay including, but not limited to the following: Union business; such as attending labor conventions and educational conferences regarding collective bargaining and civil service, provided that notice of such conventions or conferences shall be requested and approved at least one week prior thereto (emergencies excepted), by the Department Head, and provided further that the total leave for the bargaining unit for the purpose set forth in this section shall not exceed 135 hours in any calendar year.

### **7.3: Shop Stewards:**

Shop Stewards shall be allowed up to one hour per month with pay for Shop Stewards meetings conducted during the steward's work shift. The number of Shop Stewards shall not exceed five (5) per City department or a City-wide total of twenty (20), or ratio of 1 to 20 employees. The Union shall keep the City informed of the current Shop Stewards and Local Union Officers.

## **ARTICLE VIII - EMPLOYEE RIGHTS**

### **8.1: Personnel Files:**

An employee shall have the right, upon request, to inspect their personnel file. No material referring to the employee's job competence or conduct shall be placed in the file without the employee's knowledge, the employee's signature denoting that they have read the document, and the employee's opportunity to attach their comments. A copy of any entry pertaining to job competence or conduct will be given to the employee by the initiating department.

### **8.2: Performance Evaluation Discussion:**

**A:** The initial discussion of a probationary, special or annual performance evaluation shall take place solely between an employee and their immediate rating supervisor. Thereafter, an employee may be accompanied by a Union representative where job conduct or said performance evaluation is reviewed in a conference with management. On the job discussions between employee(s) and supervisor(s) regarding job duties, assignments or performance shall not be considered disciplinary action and shall not be subject to this provision.

**B.** Appeals of performance evaluations and disciplinary actions shall be made in accordance with Civil Service Rules and Regulations, or in accordance with Article VI-Grievance Procedure.

**1:** However, the Union may not exercise both approaches but must choose one or the other, as set out in Article VI-Grievance Procedure, Section 6.2, hereinabove.

### **8.3: Off Duty Actions:**

Except as otherwise provided in State law, City Charter or Civil Service Rules and Regulations, off-duty activities of an employee shall not be cause for disciplinary action unless such activity is detrimental to the employee's performance on the job.

#### **8.4: Work Rules:**

Work rules and policy shall be posted for employees and be in writing. They shall be uniformly applied. When existing work rules, policy or procedure are changed or new rules or procedures established, employees whose work assignment is affected shall be notified in writing (that is, by circulating memoranda) and the new rule or procedure shall be posted prominently on appropriate bulletin boards for a period of fourteen (14) calendar days before becoming effective, except for changes of an emergency nature.

#### **8.5: Compliance:**

Employees shall comply with all existing rules that are not in conflict with the express items of this CBA, provided that rules are uniformly applied and uniformly enforced, and provided that reasonable notice has been given of the existence of the rule.

#### **8.6: Written and Signed Complaints:**

Any unresolved complaint as to the reasonableness of any new or existing rule, or any written and signed complaint involving discrimination in the application of new or existing work rules, or wages, hours, and working conditions, shall be resolved through the grievance procedure.

#### **8.7: Safety and Health Committee:**

**A:** The City has established a City-wide Safety and Health Committee in accordance with WAC 296.24.045. Such committee shall receive and investigate complaints of unsafe or unhealthy working conditions and shall recommend appropriate remedies to the City.

**B:** Unresolved complaints of violations of Washington Industrial Safety and Health laws may be referred to the Washington State Department of Labor and Industries, Industrial Safety Division, for investigation.

#### **8.8: Union Participation:**

An employee has the right to hold Union office, seek Union assistance, file a grievance or use other benefits of this CBA according to the terms set forth without reprisal, repression, intimidation, prejudice or discrimination.

## **8.9: Working Environment:**

With the intent of Equal Treatment employee to employee, the employer shall provide the members of the bargaining unit with safe and healthful working environments. These working environments shall be respective of Federal and State law, and shall be free from discrimination, harassment, disparate treatment, and non-professional Management practices.

## **ARTICLE IX - MANAGEMENT RIGHTS**

### **9.1: Management Rights Exclusive of the CBA:**

Except as specifically abridged, granted, delegated or modified by this CBA, including amendments, the City retains all legal and inherent exclusive rights with respect to matters of legislative and managerial policy. Furthermore, the City reserves all customary management prerogatives including, but not limited to, the right to:

**A:** Establish, plan for, and direct the work force toward the organizational goals of the municipal government.

**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:** Establish, regulate and administer a personnel system, in conformity with the City Charter and Charter Civil Service Rules and Regulations, which provides for all types of personnel transactions including determining the procedures and standards for hiring, promotion, transfer, assignment, lay off, discipline, retention and classification of positions.

**E:** Discipline or discharge of employees for cause as provided by the General Rules and Regulations of the City's Charter Civil Service Commission and in conformity with this CBA.

**F:** Determine the methods, means, equipment, numbers and kinds of personnel and the job or position content required to accomplish governmental operations and maintain the efficiency thereof.

**G:** Determine and change the number and locations and types of operations, processes and materials to be used in carrying out all City functions.

**H:** Assign work to and schedule employees in accordance with Civil Service classifications and position descriptions, and to establish and change work schedules in accordance with Article XXIV-Work Day, Work Week Provisions, Section 24.6.

**I:** Relieve any employees from duty due to a lack of work or insufficient funds.

**J:** Take all actions necessary to carry out the mission of the City in emergencies.

**9.2: Scope of Management Rights:**

The above-cited management rights are not to be interpreted as being all inclusive, but merely indicate the type of rights which belong to the City. It is understood that any of the rights, power and authority the City had prior to the signing of this CBA are retained by the City.

**9.3: Unfair or Discriminatory Exercise of Management Rights:**

Any employee within the bargaining unit who may feel aggrieved by the unfair or discriminatory exercise of any of the Management Rights specified hereinabove, or any other claimed prerogative may seek their remedy via the grievance procedure provided in this CBA.

**ARTICLE X - LABOR / MANAGEMENT COMMITTEE**

**10.1: Intent:**

The City and the Union shall cooperate to provide the public with efficient and courteous service, to encourage good attendance of employees and to promote a climate of labor relations that will aid in achieving a high level of efficiency and productivity in all departments of City government.

**10.2: Makeup:**

In order to accomplish these goals, a Labor/Management Committee shall be established consisting of three Union members chosen by the Union and the Union staff representative; the City Manager or their designee, and one management team member chosen by the City Manager; and may include up to two (2) City Council members chosen by the Council.

**10.3: Time Frame:**

The Labor/Management Committee shall schedule meetings at mutually agreeable times, but not later than fifteen (15) working days from the date of a request for a meeting by a party to this CBA. Requests shall be in writing and contain the item(s) or topic(s) at issue.

**10.4: Agenda:**

Prior to the meeting, a written agenda shall be prepared by the party requesting the meeting and may be supplemented by additions made by the other parties. A final agenda shall be established and distributed to all parties three (3) working days prior to the date of the meeting. Items not on the agenda shall not be discussed at the meeting unless mutually agreed by all parties.

**10.5: Resolution:**

**A:** Disposition of matters covered in the Labor/Management process shall not contradict, add to, or otherwise modify the terms and conditions of the CBA between the City and the Union, but shall approach the matter(s) at issue with a problem solving effort.

**B:** However, should the Labor/Management process result in a particular change in wages, hours and working conditions, the change shall be reduced to writing in the form of a Letter of Understanding, Memorandum of Agreement, etc...

**ARTICLE XI - SOCIAL SECURITY**

The City will continue to provide the employer's share of Medicare, FICA (Social Security) coverage for the employees covered in this CBA.

## **ARTICLE XII - EQUAL OPPORTUNITY CLAUSE**

**12.1:** In accordance with Revised Order No. 4 implementing U.S. Executive Order 11246, Equal Employment Opportunity Act of 1972, the Vocational Rehabilitation Act of 1973 as amended and implementing regulations, and the "Americans with Disabilities Act" (ADA) OF 1991.

**12.2:** It is the policy of the City of Yakima and the Union to not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, marital status, handicap, or life style choice.

## **ARTICLE XIII - CONTRACTING WORK**

The City agrees that no permanent employee shall be laid off as a direct result of the City contracting work currently done by City employees. The City, however, retains the right to contract work as deemed desirable or necessary by the City and reassign employees who might otherwise be laid off as a result thereof; and the City further retains the right to lay off employees at the discretion of the City, due to a lack of funds.

## **ARTICLE XIV - STRIKES AND LOCKOUTS PROHIBITED**

### **14.1: Strikes:**

The Union shall neither cause, encourage nor counsel employees within the bargaining unit to strike, nor shall it in any manner cause, encourage nor counsel any such employee or employees to directly or indirectly commit any concerted acts of work stoppage, slow-down or refusal to perform any customarily assigned duties; provided, however, in the event the laws of the State of Washington should be changed so as to allow the right to strike, or to substitute therefor any other right in its place, this CBA shall be construed so as to allow the Union to exercise any such right that is hereafter provided by law or change of law, and the parties to this Agreement hereby agree to be bound by the Terms of any such law or change of law.

**14.2: Lockouts:**

The City agrees that during the term of this CBA, there will be no lockouts. However, a complete or partial reduction of operations for economic or other compelling business reasons shall not be considered a lockout. In addition, if an employee is unable to perform their duties because equipment or facilities are not available due to a strike, work stoppage or slowdown by any other employees, such inability to provide work shall not be deemed a lockout.

**ARTICLE XV - UNION CONSTITUTION AND BY LAWS**

Upon request of the City Manager or their designee, the Union promptly shall furnish to the City Manager a current copy of the constitution, by laws and any other rules or regulations of the Union; and a copy of any revisions of such constitution, by-laws or any other rules or regulations shall be promptly furnished by the Union to the City Manager.

**ARTICLE XVI - MATERNITY / PATERNITY LEAVE**

**16.1: Maternity Leave:**

Pregnancy will be treated as any other disability. An employee may work with her doctor's consent as long as she is able and if not able, will be put on disability in accordance with the Municipal Code as governed by RCW Chapter 49.60, WAC 162-30-120, and the Family Medical Leave Act (FMLA).

**16.2: Paternity Leave:**

Paternity Leave granted by the City under the FMLA is subject only to the specific Paternity Leave tenants of that act. The intent of this CBA is not to add to, delete from, or otherwise interfere with employee rights under this law.



## ARTICLE XVII - SALARIES AND LONGEVITY

### 17.1: Salaries:

#### A: Effective January 1, 1999:

The compensation plan for the bargaining unit in effect December 31, 1998, shall be increased by three percent (3%).

#### B: Effective January 1, 2000:

The compensation plan for the bargaining unit in effect December 31, 1999, shall be increase by one hundred percent (100%) of the averaged percents of change in the following indexes:

**1:** The U.S. Cities consumer price index for Urban Wage Earners and Clerical Workers (CPI-W), for the period July 1998 to July 1999.

**2:** The Seattle consumer price index for Urban Wage Earners and Clerical Workers (CPI-W), for the period July of 1998 to July of 1999.

**a:** The CPI-W formula as stipulated herein above, is subject to a two point zero percent (2.0%) minimum and a three point zero percent (3.0%) maximum.

### 17.2: Longevity defined:

Longevity Compensation shall be in accordance with Yakima Municipal Code Section 2.24.010, Subparagraph "A" as amended, effective January 1, 1984.

### 17.3: Longevity Accruals:

<b>Years Service</b>	<b>Longevity Compensation Percentage of Base Pay</b>
At least 60 months and less than 120 months	1.5%
At least 120 months and less than 180 months	3%
At least 180 months and less than 240 months	4.5%
240 months or more	6%

## ARTICLE XVIII - HEALTH CARE

### 18.1: Availability:

Medical, Dental, and Vision insurance is provided by the City through the Health Care Trust.

### 18.2: Health & Welfare Benefit Plans:

Effective January 1, 1999, covered bargaining unit employees, retirees and their dependents shall participate in the "City of Yakima Employees' Health and Welfare Plans." Eligibility rules, types and levels of benefits, payment of premiums through a cafeteria plan, co-payment, co-insurance and deductibility requirements and all other terms and conditions for the provision of these health benefits shall be governed by the "City of Yakima Employees' Welfare Benefit Program."

### 18.3: Health Care, Dental, and Life Premium Contributions:

#### January 1, 1999 - December 31, 2000:

#### A: Employee Only Premium Contribution:

Employee only fringe benefit package (medical, vision, dental & life insurance): The City shall contribute up to a maximum of One Hundred Thirty Dollars (\$130.00) per month toward the total premium for the covered employee's fringe benefit package which includes medical, vision, dental, and life insurance and the employee shall contribute Twenty Dollars and Ninety-Two Cents (\$20.92) for a total premium of One Hundred Fifty Dollars and Ninety-Two Cents (\$150.92). Employees' premium contributions shall be paid by payroll deduction. Any premium amount over and above the One Hundred Fifty Dollars and Ninety-Two Cents (\$150.92) level shall be equally shared by the City and the employee on a Fifty/Fifty [50%/50%] basis as shown in the following example:

#### Example for Illustration Purposes Only

Projected Claims	=	\$160.92
City/Employee Combined		
Premium Contribution	=	<u>150.92</u>
Difference	=	10.00
50%/50% Split		5.00
New City Premium Contribution	=	\$135.00
New Employee Premium Contribution	=	\$25.92

Any premium amounts in excess of the One Hundred Fifty Dollars and Ninety-Two Cents (\$152.92) level shall be determined by the applicable broker of record.

**B: Employee and Family Premium Contribution:**

Employee and family fringe benefit package (medical, vision, dental and life insurance): The City shall contribute up to a maximum of Two Hundred Fifty Dollars (\$250.00) per month toward the total premium for the covered employee and family fringe benefit package which includes medical, vision, dental and life insurances and the employee shall contribute Fifty-One Dollars and Eighty-Five Cents (\$51.85) for a total premium of Three Hundred One Dollars and Eighty-Five Cents (\$301.85). Employee premium contributions shall be paid by payroll deduction. Any premium amount over and above the Three Hundred One Dollars and Eighty-Five Cents (\$301.85) level shall be equally shared by the City and the employee on a Fifty/Fifty [50%/50%] basis as shown in the following example:

**Example for Illustration Purposes Only**

Projected Claims	=	\$312.85
City/Employee Combined		
Premium Contribution	=	<u>301.85</u>
Difference	=	20.00
50%/50% Split	=	10.00
New City Premium Contribution	=	\$260.00
New Employee Premium Contribution	=	\$61.85

Any premium amounts in excess of the Three Hundred One Dollars and Eighty-Five Cents (\$301.85) level shall be determined by the applicable broker of record.

**C: Premiums Decreased:**

In the event the projected claims for an employee only or for an employee and family decrease below the One Hundred Fifty Dollars and Ninety-Two Cents (\$150.92) and the Three Hundred One Dollars and Eighty-Five Cents (\$301.85) respectively, between January 1, 1999 and December 31, 2000, the employee's contribution shall be adjusted to reflect 100% of the savings. Said savings shall not exceed Twenty Dollars and Ninety-Two Cents (\$20.92) for employee only coverage or Fifty-One Dollars and Eighty-Five Cents (\$51.85) for an employee and family coverage.

**D: Employee Coverage:**

Effective January 1, 1999 through December 31, 2000 the City and the employee shall pay the total monthly medical insurance premium, as part of the fringe benefit package premium calculation specified in Sections A and B above, in accordance with basic policy provisions in effect for each employee who is eligible to enroll in the group health care program.

**E: Dependent Coverage:**

Effective January 1, 1999 through December 31, 2000 the City and the employee shall pay the total monthly medical insurance premium, as part of the fringe benefit package premium calculation specified in Sections A and B above, in accordance with basic policy provisions in effect for employees, for employees with spouse, and/or dependents who are eligible to enroll in the group health care program.

**18.4: Applicability of Cost Sharing:**

This cost sharing shall only be applicable to those employees who enroll their dependents in the employer's health care plan.

**18.5: Retiree Medical, Dental, and Vision Coverage:**

**A:** Upon payment of the full premium as required 18.2 and/or in 18.3 herein above, retirees may elect to remain in the group medical, dental, vision plan until they reach age 65.

**B:** Spouses of retirees may remain in the group medical plan until they reach age 65 or in the case of spouses of deceased retirees, until the spouse reaches the age of age 65, or remarries, whichever occurs first.

**C:** Other dependents of retirees may remain in the group medical plan as long as they remain eligible under the provisions of the plan or when coverage for the retiree and spouse, or, the spouse of deceased retiree terminates, at which time such dependent insurance coverage would cease regardless of the age of the dependents. Premiums shall be paid by deduction from retirement checks paid to retired employees or their beneficiary.

**D:** Retirees, or spouses of deceased retirees, shall pay the full premium (including dependents if enrolled) which shall be the same as the normal group rate assessed for coverage of active municipal employees and dependents as applicable. Premiums shall be paid by deduction from retirement checks paid to retired employees or their beneficiary.

**18.6: Wellness Committee:**

Union representatives from this bargaining unit will be selected by the Union to serve on the Wellness Committee. The Committee will discuss such topics which may include, but are not limited to the following: heart programs, life programs, and physical examination coverage.

**18.7: Health Hazards/Inoculations:**

For employees who are exposed to health hazards by direct contact with raw sewage, industrial waste, human or animal waste, the City will arrange and provide for inoculations or vaccines as recommended by the Yakima County Health Officer or other governing regulations.

**18.8: Annual Physical Examination Provided:**

Physical examination coverage will be provided as agreed upon, through administrative changes effective January 31, 1992 (See Addendum 97-1).

**18.9: Employee Health and Welfare Benefit Board:**

**A:** The Union will select four (4) representative board members. The Union shall also select one (1) nonvoting member from the transit bargaining unit. Along with representatives from the City and other bargaining units, these representatives serve on the City of Yakima Employee Health and Welfare Benefit Board, hereinafter referred to as the board.

**B:** The purpose of the board shall be to study and become informed regarding Health Insurance Programs, including the City's modified self-funded program; to identify perceived and real problems, and make recommendations to the City and to the Union on ways to improve, enhance, in an economical fashion, the Health Care Insurance Program.

**C:** To enable the board to become knowledgeable and to make reasonable and objective recommendations for change, the City agrees to the following:

**1:** Complete open disclosure within the limits of medical confidentiality and cooperation to the board with City staff and Insurance Provider on information necessary for the board to complete its duties.

**2:** The board shall be permanent. Any member(s) of the board who for any reason step down as a board member, shall be replaced by the same selection process hereinabove.

**18.10: Right of Withdrawal:**

The Union shall have the right to withdraw from the City's self-insured program by notifying the City six (6) months prior to the expiration of this CBA.

**ARTICLE XIX - LIFE INSURANCE**

**19.1: Employee Life Insurance Benefit:**

**A:** Effective January 1, 1999 through December 31, 2000 the life insurance premium shall be part of the total fringe package benefit premium calculation specified in Article 18.3 Section A and B above.

**B:** However, the calculation shall include a fixed amount of Five Dollars and Ten Cents (\$5.10) per month for life insurance. Any premium cost over this Five Dollars and Ten Cents (\$5.10) per month shall be paid by the City. Total life insurance premium is Eight Dollars and Fifty Cents (\$8.50).

**C:** Effective January 1, 1999 through December 31, 2000 the face value of the life insurance policy shall be Twenty-Five Thousand Dollars (\$25,000).

## ARTICLE XX - SICK LEAVE

### 20.1: Sick Leave Intent:

Sick leave with pay is established as an insurance program for salary continuation during periods of illness, and particularly extended illness as follows:

#### **A: Accrual:**

All full-time employees shall accrue sick leave with pay at the rate of eight (8) hours per month for each full calendar month of the eligible employee's continuous service with the City. Said accrual shall be prorated for partial months worked, as well as prorated for permanent part-time employees.

#### **B: Sick Leave Not Used/Capped:**

Unused sick leave shall be cumulative for succeeding years to a maximum of 1040 hours. Employees whose sick leave balance exceeds the aforementioned maximum as of December 31, 1981 shall be permitted to retain that overage until such time as use reduces the balance below 1040 hours. No additional credits will be subsequently earned or allowed to accumulate above the cap of 1040 hours.

### 20.2: Permissible Use of Sick Leave:

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

**A:** Instances of personal illness or physical incapacity resulting from causes beyond employee's control;

**B:** Verifiable visits to a health care provider, for the employee, or for the employee's immediate family.

**1:** For the intent of this CBA, the "Immediate Family" is defined as persons related by blood, marriage, legal guardianship or adoption such as any wife, husband, parent, grandparent, brother, sister, child, recognized foster child, or grandchild of the employee.

**2:** The term immediate family does not include persons sharing the same general household when the living style is primarily that of a dormitory or commune.

**C:** Quarantine of employee due to exposure to a contagious disease.

**D: On the Job injuries:**

Any employee receiving sick leave with pay, who is eligible for time loss payments under the Workman's Compensation Law may be paid full salary (sick leave) and on receipt of time loss payments may endorse such payments to the City to restore a portion of their used sick leave based upon the following formula:

**1:** Time loss payment divided by the employee's regular hourly rate of pay equals hours of leave to be restored.

**2:** At the option of the employee, the employee can retain their time loss payment. Employees retaining the time loss payment can continue to use accumulated sick leave.

**20.3: Bereavement Leave:**

**A:** Employees who are eligible for sick leave under this CBA shall:

**1:** In the event of each death in the employee's immediate family, employees may consume up to three (3) days bereavement leave, per year, without loss of pay. These three (3) days shall not be credited against their sick leave accrual.

**2:** In the event of any days beyond the initial three bereavement days per year, additional leave days will be debited against the employee's sick leave accrual.

**20.4: Exception:**

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

**20.5: Sick Leave Exhausted:**

Employees who have exhausted all accumulated sick leave may use accumulated vacation leave, compensatory, in-lieu time, or their personal holiday in lieu of sick leave subject to the requirements of Article XXI-Sick Leave, Section 21.2-Permissible Use of Sick Leave, herein above.



## **20.6: Requirements for Paid Sick Leave Usage:**

### **A: Absence Reported:**

Every employee must report to the representative designated by their Department Head the reason for the absence as far in advance of the starting of their scheduled work day as possible. Generally, this report should be made no later than one-half (1/2) hour after the starting time of the shift on the first day of absence.

### **B: Department Head Informed:**

An employee must keep their Department Head informed of their condition if absence is of more than three (3) working days in duration.

### **C: Incidents Greater Than Three Days:**

For each incident of sick leave use which lasts longer than three days, an employee may be asked to submit upon the approved form an explanation of the reason for such absence. A statement by the health care provider may be required if an absence caused by illness or injury extends beyond three (3) working days, if requested by the Department Head. If a health care provider's statement is to be requested by the Department Head, the employee shall be so notified before their return to work.

### **D: Home Visits:**

Employees may choose to permit home visits by the Employer. In the event that home visits are requested by the employer and denied by the employee, the sick leave usage may be denied as unverifiable.

### **E: Designated Medical Examinations:**

The Employee must permit medical examinations as designated by the City, at the expense of the City. Scheduling of these medical examination will be at the mutual convenience of the City and the employee.

## **20.7: Enforcement of Sick Leave Provisions:**

### **A: Failure to Comply:**

Any failure to comply with the provisions of Article XX - Sick Leave, Section 20.4-Requirements for Paid Sick Leave, hereinabove, shall be grounds for denial of sick leave with pay or other paid leave taken in lieu of sick leave for the period of absence.

### **B: Disciplinary Action:**

Misrepresentation of any material facts in connection with paid sick leave or other paid leave taken in lieu of sick leave by an employee shall constitute grounds for disciplinary action, including suspension or discharge.

**C: Review, Investigation, Disciplinary Action:**

It shall be the responsibility of the Department Head or their designee to do the following:

1: Review all sick leave or other paid leave taken in lieu of sick leave and approve that which is bonafide and complies with the provisions of this section and forward approved time cards to the Payroll Officer. The Payroll Officer shall not certify the payment of sick leave or other paid leave taken in lieu 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 or other paid leave taken in lieu of sick leave by the Payroll Officer upon recommendation of the Department Head as indicated by their signature on the time sheet and subject to the receipt of an approved application for sick leave pay or other paid leave taken in lieu of sick leave immediately upon the employee's return to work;

2: Investigate any suspected abuse of sick leave or other paid leave taken in lieu of sick leave;

3: Withhold approval of sick leave pay or pay for other leave taken in lieu of sick leave 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 or other pay taken in lieu of sick leave pay.

## **20.8: Sick Leave Exchange: Up to 719 Hours:**

**A:** Employees who have accrued up to 719 hours of sick leave may exchange sick leave as follows:

### **1: Additional Vacation Days:**

Employees who have accrued up to 719 hours of sick leave hours may exchange sick leave hours for vacation days in accordance with Yakima Municipal Code 2.40.030 E-C.

### **2: Upon Retirement/Death:**

Upon retirement or death, the employee's accrued sick leave up to and including 719 hours will be exchanged for pay at the rate of 50% of the employee's current base pay. Effective January 1, 1988, maximum payment shall be \$6,250.

### **3: Upon termination:**

Upon termination under honorable conditions, as distinct from retirement or death, the employee's accrued sick leave up to and including 719 hours or less will be exchanged for pay at the rate of 25% of the employee's current base pay. Honorable termination includes layoff for budget reasons, as well as resignation with at least fourteen (14) calendar days notice. Effective January 1, 1988, maximum payment shall be \$6,250.

## **20.9: Sick Leave Exchanged: 720 Hours or More:**

**A:** Employees who have accrued 720 or more hours of sick leave may exchange sick leave for additional vacation days or for pay subject to the following provisions:

**1:** Upon retirement or death, the employee's accrued sick leave up through a maximum of 720 hours will be exchanged for pay at the rate of 100% of the employee's current base pay. Effective January 1, 1988, maximum payment shall be \$12,500.

**2:** Upon termination under honorable conditions, as distinct from death or retirement, the employee's accrued sick leave up to a maximum of 720 hours will be exchanged for pay at the rate of 50% of the employee's current base pay. Effective January 1, 1988, maximum payment shall be \$6,250.

**3:** Employees who have accrued 720 or more hours of sick leave may exchange such sick leave for bonus (additional) leave days, at the rate of 32 hours of sick leave for each additional 8 hours of leave, not to exceed a total of 40 added

leave hours annually, utilization of which would be subject to the scheduling and approval by the Department Head.

**20.10: Sick Leave Exchange Procedure:**

**A:** Any permanent employee may exchange accrued sick leave as provided in Article XXI - Sick Leave, Sections 21.8, Paragraphs A or B hereinabove, 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 Finance Director, or their designee. 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 Finance Director, or their designee. 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 a minimum of three (3) days leave.

**4:** No exchange will be granted to an employee who has been terminated for cause.

**5:** In the event of layoff, exchange requests are the responsibility of the employee. Upon receipt of a written request to the Human Resources Division by the Employee, the City shall explain the Employee's exchange options.

**ARTICLE XXI - LAYOFF**

In the event that it becomes necessary to amend the layoff procedure in the Charter Civil Service Rules, the City and the Union shall cooperate to develop layoff procedures which shall be mutually acceptable for submission to the Charter Civil Service Commission.

**ARTICLE XXII - VACATION LEAVE**

**22.1: Vacation Leave Accrual:**

Employees shall be granted annual vacation pursuant to the following conditions:

**A:** All full-time employees shall accrue vacation with pay as follows:

**B:** Accruals shall be prorated for permanent part-time, or seasonal employees.

<u>YEARS OF SERVICE</u>	<u>ACCRUAL RATE</u>
• After one (1) full year may be taken after 6 months)	6.67 hours per month (80 hours per year, 40 hours per year)
• After two (2) full years	8.0 hours per month (96 hours per year)
• After five (5) full years	10.0 hours per month (120 hours per year)
• After ten (10) full years	12.67 hours per month (152 hours per year)
• After fifteen (15) full years	14.67 hours per month (176 hours per year)
• After twenty (20) full years	16.00 hours per month (192 hours per year)

**(Revised: Effective 1/1/96)**

**C:** These accruals shall be prorated on actual hours worked for permanent, permanent part-time, or permanent seasonal employees.

**22.2: Capped Vacation Accruals:**

Employees shall be allowed to accrue a total amount of vacation time equal to the amount which can be earned in two years.

**22.3: Illness During Vacation Leave:**

Employees who become ill while on approved vacation may utilize sick leave for the period of illness subject to the provisions of Article XXI, Section 21.2, Paragraph B, provided the employee immediately upon becoming ill, notifies the Division Manager; and presents to the Division Manager upon returning to work, a certificate from a health care provider, stating the nature of the illness and the length of the incapacity. A statement by the health care provider shall be required by the Division Manager upon return to work.

**ARTICLE XXIII - HOLIDAYS**

**23.1: Paid Holidays Recognized:**

The following shall be recognized and observed as paid holidays:

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

**23.2: Personal Holiday:**

Employees have the availability of one (1) personal holiday per year.

### **23.3: Personal Holiday Taken:**

The personal holiday may be taken subject to the following conditions:

**A:** The employee has been or is scheduled to be continuously employed by the City for more than six (6) months.

**B:** The employee has given not less than 14 calendar days of written notice to the Division Manager, provided, however, the employee and the Division Manager may agree on an earlier day.

**C:** The Division Manager has approved the day.

**D:** The day selected does not prevent a department from providing continued public service and does not interfere with the efficient operation of the department, and

**E:** The personal day must be taken during the calendar year of entitlement or the day will lapse except when an employee has requested a personal holiday and the request has been denied.

### **23.4: General Holidays:**

Whenever any holiday specified by State law falls on Saturday, the preceding Friday shall be the holiday. Employees who work Friday in such case shall be paid according to City Code Section 2.40.080 Subsection E. Whenever any holiday specified by State law falls on Sunday the following Monday shall be the holiday. Employees who work Monday in such case shall be paid according to City Code Section 2.40.080 Subsection E.

### **23.5: For Employees Scheduled Off; Equivalent Days:**

Whenever a holiday falls on a regular day off the employee shall be granted an equivalent day off within 90 (as per Article XXII, Section 23.9 to be consistent) days of the holiday with such day off to be scheduled by the Division Manager, but giving the employee the choice of the day preferred if possible.

### **23.6: Weekend - Workers:**

Whenever a holiday falls on a Saturday, the holiday shall be observed Saturday or if a holiday falls on Sunday, the holiday shall be observed Sunday for those employees regularly scheduled to work on Saturday or Sunday.

**23.7: Release from Holiday Duty:**

Requests for release from holiday duty will be acted upon by the Division Manager at least ten (10) days prior to the holiday. However, management may cancel an approved request if unforeseen events create a staffing vacancy which must be covered, or in case of an emergency. Subsequent to approval of holiday time off, employees may not demand to work the holiday.

**23.8: Equivalent Day Off:**

**A:** If a holiday falls on a normal day off, an equivalent day off will be granted to be scheduled within ninety (90) days of the holiday. Time and one-half (1.5) will be paid for the hours worked on a holiday in addition to the employee's rate of pay. At the employee's option, the premium holiday pay shall be received or the employee may be paid at straight time with the equivalent of one and one half (1.5) days being granted off within ninety (90) days. If not specified here the general holiday agreement applies.

**B:** Equivalent Day Earned:

Whatever the employee's scheduled work day period may be, the holidays taken are worth the same number of hours as the employee's regularly scheduled work day.

**23.9: Wastewater Division Holidays:**

Due to the around the clock nature of services provided by the Wastewater Division, it is often necessary to assign holiday work shifts to members of the bargaining unit.

**A:** Holiday shifts shall be worked as assigned. In the instances of holiday shifts, relevant staffing levels will be determined by operational circumstances.

**B:** Requests for release from holiday duty shall be submitted to the Wastewater Superintendent as early as possible, but no later than thirty (30) days prior to the holiday. Approval of holiday time off is at the discretion of management, and is dependent upon operational requirements.



### **23.10: Refuse Division Holidays:**

Holidays shall be worked as assigned except as modified hereinbelow.

**A:** In addition to Thanksgiving, Christmas, and New Year's Day, which shall be non-working holidays, employees of the Refuse Division shall not work on any contract holiday when the County landfill is closed.

**1:** Provided, however, that when those holidays fall within the work week, uncollected refuse on those days will be collected on a weekend or other alternate day to be set by the Division Manager.

**2:** Employees working the alternate day will be paid at the overtime rate for all hours over 40. If not specified here, the general holiday agreement will apply.

### **23.11: Police Division Holidays:**

Due to the around-the-clock character of Police Department services, it is often necessary to assign members of the bargaining unit to work on holidays.

**A:** If an employee is assigned to work on one or more of the designated ten (10) holidays, they may, at least thirty (30) days prior to the upcoming holiday:

**1:** Request that day off.

**2:** Request a day off in lieu of the day in question. The alternate day off may be specified at the time of the request or established at a later date.

**B:** If, in Management's discretion, either of the above types of requests are not approved, the employee shall be compensated at time and one-half (1.5) pay for all hours worked on the assigned holiday. This is in addition to the regular, straight time pay due. The same pay conditions will hold for employees who have not requested the day off but have been assigned to, and perform, work on the holiday.

**C:** If a request is approved for an in lieu day off, and a specific date has not been designated by the employee, a subsequent request to Management should be submitted at least thirty (30) days prior to the desired day off. In the event Management does not approve the requested in lieu day off, or subsequently assigns an employee to work on a previously approved in lieu day, compensation shall be made at time and one-half (1.5) pay for all hours worked. This is in addition to the regular straight time pay due.

**D:** It is the employee's responsibility to make requests for appropriate holiday time off. If in lieu days accumulate, they will be lost at calendar year end unless they have been previously specified per the conditions of these provisions.

**23.12: Ten Hour Four Day (10/4) Schedule:**

Employees working a 10/4 schedule shall earn ten (10) hours credit per holiday listed above. All other provisions of this Article will continue to apply.

**ARTICLE XXIV - WORK DAY / WORK WEEK PROVISIONS**

**24.1: Work Day, Work Week:**

Employees shall be scheduled to work regular hours for each work day and each work week in accordance with the provisions established below. Employees' schedules will conform to the provisions of this Article unless specifically modified by an Addendum to this contract, as provided for in Article XXIV - Addenda, Section 24.10.

**24.2: General Municipal Employees:**

Permanent Full-Time, Permanent Part-Time, and Permanent Seasonal Employees:

**A: Work Day:**

Employees will be scheduled to work a day of eight (8), nine (9), ten (10) or twelve (12) consecutive hours within a 24 hour period. At the discretion of Management, the appropriate option(s) will be selected.

**B: Work Week:**

**1:** The work week may consist of five (5) consecutive eight (8) hour days with two (2) consecutive days off;

**2:** The work week may consist of four (4) consecutive ten (10) hour days with three (3) consecutive days off;

**3:** **THE WORK WEEK MAY CONSIST** of five (5) consecutive nine (9) hour days, with two (2) consecutive days off, alternating with three (3) consecutive nine (9) hour days and one eight (8) hour day followed by three (3) consecutive days off.

**C: Regular Hours:**

The City shall establish each work schedule which shall provide for regular starting and quitting times for each work day, and shall provide for the work week to begin and end on regularly established days of the week.

**D: Meal Periods:**

The work day will provide for at least a one-half (1/2) hour unpaid meal period to be scheduled as near mid-shift as possible.

**E: Rest Periods:**

The City shall provide employees with a 15 minute rest period for each one-half (.5) shift, provided, the scheduled half shift exceeds a period of three (3) hours. The City shall establish when the rest period shall be scheduled and rest periods will be scheduled as near the middle of each half shift as reasonably possible.

**24.3: Permanent Part-Time Employees:**

**A: Schedules:**

Part-time employees will be assigned to schedules which may consist of a part-time work day, a part-time work week or a combination thereof.

**B: Work Day:**

Part-time employees may be assigned to a work day of eight (8) hours or less and scheduled for consecutive hours of work.

**C: Work Week:**

Part-time employees' work week may be scheduled for consecutive or non-consecutive days. For example: an employee may be scheduled to work on Monday, Wednesday and Friday; or, an employee may work Monday, Tuesday, Wednesday and Thursday. Work weeks shall be scheduled to meet the needs of the division/department.

**D: Regular Hours:**

Permanent part-time employees will be scheduled to a work day with regular starting and ending times and scheduled to begin and end the work week on regularly established days of the week.

**E: Meal Periods:**

Part-time employees will be entitled to at least a one-half (.5) hour unpaid meal period after four (4) hours of work which the City will provide if the employee requests the time.

**F: Rest Periods:**

Part-time employees will be provided a 15 minute paid rest period for each continuous four (4) hour period the employee works.

**24.4: On-Call Employees:**

On-call employees will not be scheduled to work a regular set shift, but rather, will be called to work to fill-in during the absence of another employee. On-call employees will be entitled to the meal and rest periods provided for in the scheduled shift for which they are called out.

**24.5: Minimum and Maximum Shift:**

No employee will be scheduled to a regular shift of less than four (4) consecutive hours. No employee shall be scheduled to a regular shift of greater than 12 consecutive hours.

**A: Minimum Exception:**

The Parks and Recreation Division may in fact have the need to schedule pieces of regular shifts in segments less than four consecutive hours due to the nature of classes, activities, and seasons.

**1:** No employee of the Parks and Recreation Division shall be scheduled for a regular shift of greater than twelve consecutive hours.

**24.6: Work Schedule Changes:**

**A:** Any overall, long term change in work schedules will be discussed between the City and the Union prior to implementation. The City may change the regular starting and quitting times and the days worked in a week with ten (10) working day notice prior to the effective date of the new schedule. The ten (10) work day notice may be waived upon written mutual agreement between Management and the effected employees.

**B:** Although reasonable warning will be given whenever possible, the ten (10) work day notice provision will not be required for temporary individual shift assignment changes which may be made only to cover for the absences of another employee due to termination, resignation, vacations, or sick leave.

**C:** Other than the reasons cited hereinabove, an employee's work shift shall not be changed to avoid payment of overtime when an employee is called to work outside that employee's regular work shift or called to work before the regular starting time or retained to work beyond the regular quitting time.

**1:** Shall not be made to avoid the payment of overtime.

**24.7: Emergency Situations:**

**A:** The City shall determine when an emergency situation exists.

**B:** An emergency shall be defined as a sudden, unexpected event which creates a situation endangering the public or employee's health and/or safety.

**C:** In the case of emergencies, management may make schedule changes as required to protect the public or employees without discussion with the Union or notice to the employees.

**D:** However, management will endeavor to preserve employee work schedules whenever possible.

**24.8: Parks and Recreation:**

Employees of the Parks and Recreation Division may be scheduled for split work days and split work weeks when necessary. All work schedules shall have established starting and quitting times for each day, shift or shift part.

**A: Minimum Exception:**

The Parks and Recreation Division may in fact have the need to schedule pieces of regular shifts in segments less than four consecutive hours due to the nature of classes, activities, and seasons. However, no employee of the Parks and Recreation Division shall be scheduled for a regular shift of greater than twelve consecutive hours.

**24.9: Water Treatment Plant:**

**A:** Water Treatment Plant Chief Operators hired before January 1, 1996, at the City's Water Treatment Plant will rotate every twenty-eight (28) days from days to nights and nights to days, as applicable.

**B:** Water Treatment Plant Chief Operators hired after January 1, 1996, will work a straight night shift schedule (limited to 2 operators). The relief operator responsibilities are also rotated every three (3) months.

**C:** All of the Water Treatment Plant Chief Operators including the night operator[s] will work the relief rotation. As the rotating shift schedule progresses into a shift partnership with the straight night shift operator, the operators hired before January 1, 1996 will work day shift. The work week begins 6:00 a.m. each Sunday.

**D:** The employees will be given a choice of being either salaried or hourly.

**1:** The salaried employees will use the six (6) hours overtime (earned as nine (9) hours compensatory time) from their scheduled 46 hour work week, which shall be taken (as nine (9) hours compensatory time) during their scheduled thirty-one (31) hour work week.

**2:** The hourly employees will be paid overtime for six (6) overtime hours worked in the 46 hour week (46 hours minus [-] 40 hours = 6 hours). The next week the employee will work and be paid for a scheduled thirty-one (31) hours. This will facilitate the payment of overtime to the employees for working more than forty (40) hours in one week.

**24.10: Police Services Department: Work Day:**

**A: Police Services Department: Work Day:**

1. The Police Services Department has the right to schedule Police Services employees to work eight (8) hour, ten (10) hour, or twelve (12) hour work shifts within a twenty-four (24) hour period.

2. The Police Services Department has the right to schedule certain employees to work eight (8) hour, ten (10) hour or twelve (12) hour work shifts. Work schedules designed by the City Police Services Department will be consistent with the provisions of FLSA.

**24.11: Addenda:**

Recognizing the diversity of the work force within the Bargaining Unit, the Union and the City agree through Article X - Labor/Management that other work week provisions may, from time to time, be required for various groups of employees. It is therefore, agreed that alternative work week provisions may be adopted. These alternative provisions will be adopted as written Addenda to this contract and will require Local 1122 Executive Board ratification, the signature of the WSCCCE Staff Representative, approval of the City, as well as a majority of the employees covered by the Addenda.

## **ARTICLE XXV - OVERTIME EARNED COMPENSATORY TIME EARNED**

### **25.1: Overtime Pay:**

Employees who are required to work more than forty (40) hours in any work week shall be paid one and one-half (1.5) times the regular rate of pay for credited time in excess of forty (40) hours per week. Credited time shall be in fifteen (15) minute increments

### **25.2: Compensatory Time:**

Compensatory time off at the time and one-half (1.5) rate in lieu of overtime pay may be requested by the affected employee.

**A:** In that event, Compensatory time may be taken at such time as is agreed upon by the employer and the employee, but may not be imposed by the employer upon any employee who has not so requested such compensatory time off.

### **25.3: Compensatory Time Accrual:**

Compensatory time off may be accrued to a maximum of forty (40) hours unless the City Manager approves additional accrual because of an emergency or other unusual circumstance. Provided, however, due to such an emergency, existing compensatory time in excess of forty (40) hours shall remain until used.

### **25.4: Mandatory Training Time/Overtime:**

Time spent by an employee beyond the normal working day for mandatory training classes shall be paid at the overtime rate of time and one-half (1.5) times the employee's regular rate of pay, or compensatory time earned at one and one-half (1.5) times the employee's regular rate of pay.

### **25.5: Travel Time on the Job:**

Authorized travel time spent in the performance of the job shall be considered time worked for the calculation of overtime pay.



**25.6: Additional Meal Periods:**

The City shall grant time off to eat to any employee who is requested to and does work two (2) hours beyond the regular quitting time. The employer shall grant thirty (30) minutes to eat every four (4) hours thereafter while the employee continues to work.

**25.7: City Provided Meals:**

In the event the employee is unable to provide or obtain the meal(s) due to location or time of day or emergency, the division head shall insure the employee obtains a meal provided by the City.

**ARTICLE XXVI - CALL OUT PAY**

A minimum of two (2) hours pay at the time and one-half (1.5) rate will be paid to an employee who is called to return to work after leaving the work site at the completion of the shift or is called to work on a day off. Call out time is counted from the time the employee begins work until the employee is released from the workplace.

**ARTICLE XXVII - STANDBY PAY**

**27.1: Standby Availability:**

The determination of the need for and assignment of standby time is a responsibility of Management. Employees will have the opportunity to volunteer or exchange for standby prior to being made a required assignment. The employee must notify their supervisor in writing by the end of the previous shift of an exchange with another employee for assigned standby.

**27.2: Standby Pay:**

Effective January 1, 1992, compensation for assigned standby time will be one dollar (\$1.00) per hour.

**27.3: Maintenance of Physical and Mental Capacity**

Employees, when on assigned standby time, are required to maintain the same required physical and mental capacity that is required during regular scheduled work hours and are to be reachable if called.

## **ARTICLE XXVIII - SHIFT DIFFERENTIAL**

### **28.1: Differential Pay for Alternate Shifts:**

For employees who work a regularly scheduled shift where all or part of the shift hours fall between 6:00 p.m. and 6:00 a.m., an additional four percent (4%) per hour over base pay will be paid for all hours worked within the stipulated period to the nearest one-half (.5) hour. Persons working overtime past their normal shift will be entitled to full or pro-rated payment under this article.

## **ARTICLE XXIX - LICENSING AND LICENSING RENEWALS:**

### **29.1: Licensing and Licensing Renewals:**

Beyond the basic Washington State Drivers license fee, the City of Yakima will pay initial and required renewal fees for any license/certificate required by the City as a condition of employment.

### **29.2: Changes of Status:**

The employee shall immediately report to the employer any changes in status, or loss of any required license/certificate.

### **29.3: Employee Fault Licensing Reinstatements:**

Failure to maintain required license/certificates may lead to a change in employment status. Employee fault license/certificate reinstatement costs shall be born by that employee.

**ARTICLE XXX - PERMANENT PART-TIME EMPLOYEES,  
PERMANENT ON-CALL EMPLOYEES,  
PERMANENT SEASONAL EMPLOYEES**

**30.1: Permanent Part-Time Employees:**

Whenever possible, permanent part-time employees shall be assigned to a specific work schedule not requiring split days off in a calendar week.

**30.2: Permanent Part-Time Employee On Call/Call Out:**

**A:** Permanent part-time employees may work on an "on-call" basis and may be asked to report daily to their duty station to determine if their services are needed for that work day.

**1:** Such employee will receive compensation only if their services are needed.

**30.3: Required Residential Phones:**

Permanent part-time employees may, as a condition of their employment, be required to have a telephone in their personal residence so that they may be notified if they are needed to work on a particular day.

**30.4: Earned Leave in Lieu of Work:**

If called to report for work in their assigned job classification, permanent part-time, on-call, or seasonal employees shall report to work or utilize vacation, sick leave, or other earned time off in accordance with the provisions of this CBA.

**30.5: Fill-In Work:**

Permanent part-time and on-call employees may be assigned work to fill-in while permanent full-time employees are absent due to vacation, illness, or other cause which may preclude the assignment of a specific work schedule and therefore shall not be considered to have a regularly scheduled work shift.

**30.6: Overtime/Permanent Part-Time:**

Permanent part-time employees will be eligible to receive overtime payments in accordance with Article XXIV only if they work more than forty (40) hours in any work week. No overtime compensation will be paid if such employee exceeds the regularly scheduled workday unless such work causes the employee to work more than forty (40) hours in the work week.

**30.7: Call Out Pay for Permanent Part-Time, On Call, & Seasonal Employees:**

The provisions of Article XXVIII-Call Out Pay, shall not apply to permanent part-time, or on-call employees.

**30.8: Actual Percentage of Time Worked:**

**A:** Permanent part-time employees shall accrue all earned benefits including, but not limited to: vacation leave, sick leave, and longevity.

**B:** Permanent part-time employees shall be compensated for all earned benefits at the accrual rate prescribed in this CBA prorated to reflect the actual percentage of time worked.

**C:** Employees' benefit accruals will be adjusted monthly to reflect actual benefit accrual rates.

**ARTICLE XXXI - ENTIRE COLLECTIVELY  
BARGAINED AGREEMENT: [CBA]**

**31.1: Entire CBA:**

This CBA constitutes the complete and entire Agreement between the parties and neither the City nor the Union shall be bound by any requirement not specifically stated in this CBA or applicable Charter Civil Service Rules. The parties are not bound by the past practices or understandings of the City or the Union unless such past practices or understandings are incorporated in this CBA.

**31.2: Process:**

**A:** The City and the Union acknowledge that each party has had ample opportunity to submit proposals with respect to any subject or matter not removed from the collective bargaining process by law and regarding wages, hours, and working conditions and agree that all said proposals have been negotiated during the negotiations leading to this CBA.

**B:** The parties further agree that negotiations will not be reopened on any item during the life of this CBA except by the mutual consent, or as provided in Article X - Labor/Management Committee.

**ARTICLE XXXII - SAVINGS CLAUSE**

**32.1: Applicable Laws:**

It is understood and agreed that all provisions of this CBA are subject to applicable laws, and if any provision of any Article of this CBA 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 CBA.

**32.2: ADA/FMLA Compliance:**

Notwithstanding any other provisions of this CBA the parties may take all actions reasonable to comply with the Americans with Disability Act and the Family Medical Leave Act.

**32.3: Mandated Changes:**

If the Washington State Health Services Act of 1993 or Federal Health Care legislation mandates changes to the Health Care Article of this CBA, then the parties agree to negotiate about those mandated changes.

**ARTICLE XXXIII - TERMINATION**

This CBA shall be deemed effective from and after the 1st day of January, 1999 and shall terminate on December 31, 2000 provided, however, that this CBA shall be subject to such periodic changes or modifications as may be voluntarily and mutually agreed upon by the parties hereto during the term hereof.

# Execution

## FOR THE UNION:

## FOR THE CITY OF YAKIMA

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Tom Barrington,  
Staff Representative  
Council 2, WSCCCE

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Glenn Rice,  
Assistant City Manager

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Jeff Sampson, President  
Local 1122 Bargaining Team

---

Chris Waarvick, Director  
Department of Public Works

---

Dave Epperson,  
Local 1122 Bargaining Team

---

Archie Sutton, Manager  
Human Resources Division

---

La Vern Barnes,  
Local 1122 Bargaining Team

---

Denise Nichols, Manager  
Parks and Recreation Division

---

Randy Tabert,  
Local 1122 Bargaining Team

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Dick Zais, City Manager

Attest:

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Karen Roberts, City Clerk

Resolution -- this page

## APPENDIX 97 - 1

### **97-1: Administrative changes: Effective January 31, 1992**

**A:** The City of Yakima will pay initial and all required renewal fee's for any license/certificate required by the City after becoming a permanent employee to hold any given position as a condition of employment. If licenses are initial conditions of employment, the prospective employee will be required to pay such licenses.

**B:** As part of the City's Wellness program and the encouragement of good health practices, the City will provide an annual physical examination free performed by the City's doctor, or to seventy-five (\$75.00), for such physical examinations if employee chooses his or her own doctor to perform the examination.