

Collective Bargaining Agreement  
By and between  
The City of Yakima  
And  
Teamsters Local #760

ORIGINAL

November 17, 2009 – December 31, 2012

ARTICLE 1 – RECOGNITION .....	1
ARTICLE 2 – UNION SECURITY/DUES CHECKOFF.....	1
ARTICLE 3 – RIGHTS OF PARTIES.....	3
ARTICLE 4 – WAGES AND BENEFITS .....	5
ARTICLE 5 – GRIEVANCE PROCEDURE.....	6
ARTICLE 6 – WORK WEEK, AND HOURS OF WORK .....	8
ARTICLE 7 – UNION LEAVE.....	9
ARTICLE 8 – RETIREE HEALTH CARE BENEFITS.....	9
ARTICLE 9 – SAVINGS CLAUSE.....	10
ARTICLE 10 – TERM OF AGREEMENT .....	10

**PREAMBLE**

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

**ARTICLE 1 – RECOGNITION**

- 1.1 The employer recognizes the Union as the exclusive bargaining representative on matters concerning wages, hours, and conditions of employment for all Yakima Police Department Captains and Lieutenants, excluding all other employees of the department.
- 1.2 The Union recognizes the City as the representative of the people of the City of Yakima and agrees to negotiate only with the City through the negotiating agent or agents officially designated by the City Manager to act on the City’s behalf.

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

- 2.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing in the

Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after January 1, 2009 shall, on the thirtieth (30<sup>th</sup>) calendar day following the beginning of such employment become and remain a member in good standing in the Union.

- 2.1.1 Should bona fide religious convictions of an employee dictate he/she may not join a Union, he/she shall be required to pay an amount equivalent to the Union initiation fee and monthly dues to a non-religious charity mutually agreed upon by the employee and the Union. If such employee pursuant to this Section requests the Union to use the Grievance and Arbitration Procedure on his/her behalf, the Union is authorized to charge the employee for the reasonable cost of using such procedure as allowed by law.
- 2.2 The Union agrees to represent all employees within the bargaining unit without regard to Union membership.
- 2.3 When an employee fails to fulfill the obligations as set forth in Section 2.1 or 2.1.1, the Union shall provide the employee and the Employer with thirty (30) calendar days' notification of the Union's intent to initiate discharge action and during this period the employee may make restitution in the amount which is overdue. If an employee has not fulfilled the Union membership obligation and/or other provisions as described in Section 2.1 or 2.1.1 by the end of the applicable discharge notification period, the Union shall thereafter notify the Employer in writing, with a copy to the affected employee, of such employee's failure to abide by Section 2.1 or 2.1.1. In this written notice, the Union shall specifically request discharge of the employee for failure to abide by the terms of the Labor Agreement between the Employer and the Union.
- 2.4 When provided a "voluntary check-off" authorization form furnished by the Union and signed by the employee, the Employer agrees to deduct from that employee's pay, the Union's uniform applicable dues, initiation fee and/or service fees, as prescribed in the "voluntary check-off" form. The full amount of monies so deducted from the employee shall monthly be forwarded to the Union by check along with an alphabetized list showing names and amounts deducted from each employee. The Union agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, orders or judgments arising from the administration and effects of this Section.
- 2.5 The Union agrees to refund to the employee any amounts paid to the Union in error on account of the payroll deduction provision upon presentation of proper evidence thereof. The earning of the employee must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. All other legal and required deductions have priority for payment over such dues.

- 2.6 The Union agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, and/or orders of judgments arising from the administration and effect of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the Employer for any deductions made or not made unless a claim of error is made in writing to the Employer within forty-five (45) calendar days after the date such deductions were, or should have been made.

### ARTICLE 3 – RIGHTS OF PARTIES

#### 3.1 Employer Rights:

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

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

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

### 3.2 Scope of Management Rights

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

### 3.3 Employee Rights:

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

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

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

3.3.1 In criminal matters, an employee shall be afforded those constitutional rights afforded to any citizen. A criminal investigation as used herein shall be interpreted as any action which could result in the filing of a criminal charge.

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

A) Interviewing shall be completed within a reasonable time and in a reasonable manner unless the exigency of the interview dictates otherwise;

B) Any employee who becomes the subject of an internal investigation may have counsel present during all interviews. This representation by counsel is confined to counseling and not active participation in the investigation;

C) Investigative interviews shall be recorded by video or audio at the discretion of the Employer. An exact written transcript of the interview shall be prepared. Upon request, the employee under investigation shall be provided an exact copy of any written statement he/she has signed.

D) Employees will not be required to unwillingly submit to a polygraph test; provided, however, this provision does not apply to either the initial application for employment or to persons in the field of public law enforcement who are seeking a promotion to a position outside the bargaining unit, as defined in the recognition clause. Provided, also, an employee may stipulate to a polygraph after Union consultation if that employee is suspected of involvement in criminal activity or other activity which may result in discipline.

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

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

#### **ARTICLE 4 – WAGES AND BENEFITS**

Except as modified in Appendix "A", employees covered by this agreement shall receive benefits as outlined in the City of Yakima Municipal Code, Chapter 2, and the Management Fringe Benefits document. The Employer acknowledges that changes to the wages and benefits are subject to bargaining as provided by law.

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

### **Grievance Definition:**

A grievance is an alleged violation of this Collective Bargaining Agreement.

### **Filing a Grievance:**

To be reviewable under this procedure, a grievance must be filed in writing within fourteen (14) calendar days after the employee knew or should have known of the action or decision giving rise to the grievance. This fourteen (14) calendar day period must be used by the employee to attempt to informally resolve the dispute.

### **Computation of Time:**

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. Transmittal of grievances, appeals and responses will be in writing. Service on the parties is complete when delivered in person; or upon receipt by electronic mail or by the postmarked date if sent by certified mail.

Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the employer to comply with the timelines will entitle the Union to move the grievance to the next step of the process.

### **Contents:**

A grievance must include the following:

- a. A statement of the pertinent facts surrounding the grievance;
- b. The date upon which the incident occurred;
- c. The specific Article and section of the Agreement or policy affecting wages, hours, or working conditions allegedly violated and a specific description of how each cited alleged violation occurred;
- d. The steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion;
- e. The requested remedy; and
- f. Signature of the affected employee and Union Representative.

The employer will not be required to process a grievance unless all the information listed above is provided. Grievances that do not meet the above conditions or are otherwise unclear may be returned by the Employer and the Union will have seven (7) calendar days to provide the clarifying information and re-submit the grievance.

### **Modifications:**

~~Alleged violations and/or the requested remedy may be modified only by written mutual agreement of the parties.~~

**Resolution:**

If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered "fully and finally" resolved and will not be moved to the next step.

**Withdrawal:**

A grievance may be withdrawn at any time.

**Processing the Grievance:**

**Step I** – If the issue is not resolved informally, the Union may present the grievance, in writing, to employee's supervisor with a copy to Human Resources within the fourteen (14) day period described above. The responsible supervisor shall meet with the grievant and the Union Representative within fourteen (14) days of the receipt of the grievance, and respond in writing to the Union within fourteen (14) days of the meeting.

**Step II** – If the grievance is not resolved at Step 1, the Union may move it to the next step by filing it with the Chief of Police or designee, with a copy to Human Resources, within fourteen (14) days of the Union's receipt of the Step 1 decision. The Chief or designee will meet with the grievant and the Union Representative within fourteen (14) days of the receipt of the appeal, and will respond in writing to the Union within fourteen (14) days of the meeting.

**Step III** – If the grievance is not resolved at Step 2, the Union may move it to the next step by filing it with the City Manager or designee, with a copy to Human Resources, within fourteen (14) days of the Union's receipt of the Step 2 decision. The City Manager will respond in writing to the union within thirty (30) days of the receipt of the appeal.

**Step IV** – If the dispute is not resolved under one of the above steps, then the matter may, within fourteen (14) calendar days, be referred by either party to expedited mediation - arbitration. There shall be no withholding by either side of known facts or evidence, relating to a grievance prior to arbitration. Such withholding shall result in said facts and/or evidence not being admissible in arbitration.

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

The arbiter shall not have power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented; and shall confine his/her decision solely to the interpretation, application or enforcement of this Agreement. The arbiter shall confine himself/herself to the precise issue submitted for arbitration, and

shall have no authority to determine any other issues not so submitted to him/her. The decision of the arbiter shall be final and binding upon the aggrieved employee, Union and employer.

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

## **ARTICLE 6 – WORK WEEK, AND HOURS OF WORK**

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

- 6.1 The parties acknowledge that assigned shifts may vary based on specific assignment and needs of the department, and that historic patterns unique to both have developed over time. Command personnel shall typically work a five day schedule Monday through Friday during normal business hours, however, due to the nature of the work performed and need to oversee and evaluate areas of assigned responsibility variations to this schedule will occur and except as provided in 6.3 below, shall be considered as part of the normal work week.
  - 6.1.1 Weekly Department Command Staff meetings shall be considered part of the work week. The exception to this being for Lieutenants assigned to a standard rotating "10-40 Patrol Schedule and Captains and Lieutenants that are on a scheduled day off, holiday's and or approved vacation. Lieutenants assigned to and working the 10-40 Patrol Schedule shall change their shift as necessary to assure attendance at least once per month to the scheduled weekly Command Staff meeting.
- 6.2 Due to limited staffing within the Department, Lieutenants may be required to act in the absence of a Patrol Sergeant, when so assigned for a full shift the employee shall be compensated at an overtime rate of 1.5 times their annualized hourly rate for work beyond their fully worked shift.
- 6.3 Due to emergent nature and demands of, the work performed by the members of this unit, employees may be required to return to work as the result of an emergency. Employees required to report to work or to a crime scene in response to an emergency occurring outside of their regular workday, or on a scheduled day off, shall be allowed to flex their schedule, subject to approval, within the following thirty (30) calendar days to roughly compensate for the interruption. In the event work demands preclude the Employer from approving time off, the

employee shall be compensated at their annualized hourly rate of pay for actual hours worked outside of their regular schedule in response to an incident as described above.

- 6.4 The Employer retains the management right to modify normal work schedules in emergency circumstances, for performance related reasons, training purposes or operational needs.
- 6.5 Except in the event of a force majeure, the Employer shall provide twenty-one (21) calendar days notice of a permanent change to an ongoing shift pattern as well as endeavor to provide such notice for any temporary change in an employee work schedule.
- 6.6 In the event the Employer implements a policy related to the Fair Labor Standards Act (FLSA) and exceptions for FLSA exempt employees, the member of this unit shall be provided with only the provisions outlined in this Article.

#### **ARTICLE 7 – UNION LEAVE**

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

#### **ARTICLE 8 – RETIREE HEALTH CARE BENEFITS**

Effective July 1, 2009, and for the term of this Agreement, the Employer shall make contributions, subject to the procedures stated below, as are necessary to implement the Teamsters Benefit Trust Fund's Retirement Security Plan (RSP) (i.e. retiree medical), which provides for Health and Welfare benefits for retired employees who qualify under the plan's enrollment rules. Future increases in the RSP as established by the Teamsters

Benefit Trust Board of Trustees during the term of this agreement will be paid 50% by the employer and 50% from employee wage deductions. The Union agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, orders or judgments arising from the administration and effect of this participation. The Employer's obligation under this Agreement is limited to the payment of normal contributions based on hours worked by unit employees.

#### ARTICLE 9 – SAVINGS CLAUSE

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

#### ARTICLE 10 - TERM OF AGREEMENT

Except as provided herein, this Agreement shall be in full force and effect upon ratification and execution of both the Union and the Employer and continue through December 31, 2012

Executed by the parties hereto this 30<sup>th</sup> day of December, 2009

**Yakima Police Management Unit  
Teamsters Local #760**

By: John Parks 12/30/09  
John Parks, Secretary/Treasurer

**City of Yakima**

By: Richard Zais  
Richard Zais, City Manager

ATTEST: Deborah Kloster  
City Clerk



CITY CONTRACT NO: 2009-139  
RESOLUTION NO: R-2009-155