

**2021 -2022  
COLLECTIVELY BARGAINED AGREEMENT**

**BETWEEN**

**COUNTY OF YAKIMA,  
BOARD OF COMMISSIONERS**

**AND**

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

**REPRESENTING**

**LOCALS 87, 87P, AND 87PS  
Master Agreement**

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

**Effective  
January 1, 2021, through December 31, 2022**

## TABLE OF CONTENTS

PREAMBLE .....	1
SUBORDINATE TO STATUTES .....	1
PRODUCTIVITY .....	1
RECOGNITION .....	1
ARTICLE 1 - MANAGEMENT RIGHTS .....	2
ARTICLE 2 - EMPLOYEE RIGHTS.....	3
ARTICLE 3 - DUES CHECKOFF .....	3
ARTICLE 4 - NO DISCRIMINATION .....	5
ARTICLE 5 – UNION - MANAGEMENT RELATIONS .....	5
ARTICLE 6 - DEFINITIONS .....	6
ARTICLE 7 - HOURS OF WORK .....	8
ARTICLE 8 - PAY PROVISIONS.....	10
ARTICLE 9 - OVERTIME/COMPENSATORY TIME .....	13
ARTICLE 10 - WAGES .....	13
ARTICLE 11 - MEDICAL BENEFITS .....	17
ARTICLE 12 – SENIORITY.....	19
ARTICLE 13 - LAY-OFF AND RECALL .....	19
ARTICLE 14 - JOB POSTING, PROMOTIONS .....	20
ARTICLE 15 - JOB CLASSIFICATION/RECLASSIFICATION PROCEDURE .....	21
ARTICLE 16 - HOLIDAYS.....	22
ARTICLE 17 - PAID TIME OFF (PTO).....	23
ARTICLE 18 - SICK LEAVE/EXTENDED SICK LEAVE (ESL).....	26
ARTICLE 19 - OTHER LEAVES.....	29
ARTICLE 20 - DISCIPLINE/WORK RULES.....	31
ARTICLE 21 - GRIEVANCE PROCEDURE .....	33
ARTICLE 22 - NO STRIKE - NO LOCKOUT .....	36
ARTICLE 23 - SAVINGS.....	37
ARTICLE 24 - AMENDMENTS .....	37
ARTICLE 25 - ENTIRE AGREEMENT .....	37
ARTICLE 26 - DURATION .....	37
EXHIBIT “A” .....	A-1
EXHIBIT “B” .....	B-1

## **PREAMBLE**

This Agreement entered into by the County of Yakima, hereinafter referred to as the “Employer,” and Council 2, of the Washington State Council of County and City Employees, representing, Local 87, 87P, and 87PS, American Federation of State County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union,” has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

## **SUBORDINATE TO STATUTES**

This Agreement shall in all respects, whenever the same may be applicable herein, be subject and subordinate to the ordinances or resolutions of the Employer, regulations within its statutory jurisdiction, and shall further be subject and subordinate to the statutes of the State of Washington. However, an ordinance relating directly to wages, hours, or working conditions, insofar as it applies to employees covered by this Agreement, may not be changed during the term of the Agreement unless the Employer notifies the Union of the change and, upon request of the Union, negotiates concerning the change.

## **PRODUCTIVITY**

It is mutually agreed that the Employer and the Union shall work together individually and collectively to meet the production requirements of each department, 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 in all departments of County government.

## **RECOGNITION**

The Employer recognizes the Union as the exclusive collective bargaining agent for certain regular full-time, regular part-time, and probationary employees of the Employer for which the Union has been certified in Labor and Industries, Case Numbers S.K.-1364, Assessor’s, Treasurer’s, Juvenile Court Services S.K.-1447, District Court; S.K.-1678, Prosecuting Attorney’s Clerical Employees, 19924-E-05-3115, Juvenile Court Services Detention Supervisors; and PERC Case Number 783-E-77-142, Facilities Maintenance, as collective bargaining representatives as provided by RCW 41.56, Public Employee’s Collective Bargaining Act. Regular full-time, regular part-time, and probationary employees of District Court shall be covered for working conditions under a separate contract. Regular full-time, regular part-time and probationary employees of Superior Court/Juvenile Department shall be covered for working conditions under a separate contract. These two (2) working conditions contracts relate to certain employees from each of the respective Courts who are within the AFSCME Locals 87, 87P and 87PS bargaining units.

## ARTICLE 1 - MANAGEMENT RIGHTS

- 1.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers, and legal authority in conformity with the terms of this Agreement wherever applicable. All matters not expressly covered by the language of this Agreement, or other written agreements with the Union, shall be administered for the duration of this Agreement by the Employer as the Employer from time to time may determine.
- 1.2 The Employer's prerogatives include, but are not limited to, the following matters:
- A. The right to establish lawful work rules and procedures.
  - B. The right to schedule work and overtime work, and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of the public interest.
  - C. The right to hire, transfer, lay-off, and promote employees as deemed necessary by the Employer in accordance with the provisions of this Agreement, wherever applicable.
  - D. The right to discipline, suspend, or discharge an employee for just cause in accordance with the provisions of this Agreement wherever applicable.
  - E. The right to determine the size and composition of the work force and to assign employees to work locations and shifts.
  - F. The parties understand that incidental duties connected with operations not enumerated in job description, shall nevertheless be performed by the employee when requested by the Supervisor.
  - G. The right to take actions as may be necessary to carry out Employer services in emergencies.
- 1.3 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the officials, in this case, the Board of Yakima County Commissioners and the elected officials and/or Department Director; and the rights and obligations owed thereby to the electorate in conformity with statutory law.
- 1.4 Notwithstanding any other provisions of this Agreement, the Employer may take actions necessary to comply with the Americans with Disabilities Act.
- 1.5 The Employer has implemented the Workday programs and continues to implement additional phases of Workday. During said implementations, the Employer may need to modify provisions of this CBA to conform to Workday procedures and processes. The Union Representative(s) and the bargaining unit employees agree to fully cooperate with the Employer's implementation of these programs and phases.

## **ARTICLE 2 - EMPLOYEE RIGHTS**

- 2.1
- A. Pursuant to their Weingarten and Loudermill rights, employees may request the presence of a Union representative in any meeting between Management and the employee if said meeting is called for disciplinary consideration and/or reasons; provided, however, said Union representative's presence shall not impede, delay, and/or preclude immediate action by Management, as defined by Article 20. Performance evaluations are not disciplinary actions and are not grievable.
  - B. Evaluative and disciplinary materials placed in an employee's personnel file shall carry that employee's signature, if possible, which denotes that the employee has read the material.
  - C. Employees have the right to attach rebuttals to any and all evaluative and disciplinary materials in their personnel file.
  - D. Employees shall take the initiative to schedule a meeting with Human Resources Department staff to purge outdated materials from their personnel file.
- 2.2 Employees have the right to examine their personnel file as is maintained by the Yakima County Human Resources Department. An authorized representative of the Union may examine an employee personnel file if the employee so authorizes in writing. Material placed into an employee's file relating to job performance or personal character shall be brought to the attention of the employee, and a copy shall be given to the employee.
- 2.3 Safe and healthful working conditions are recognized as mutually beneficial to employees and Employer. Employees may report what they believe to be an unsafe and unhealthful working condition to Management or to the Central Safety Committee. Management shall investigate and report the results of investigations of alleged unsafe working conditions to the Central Safety Committee.
- 2.4 Employees shall be made aware of existing, new, or changes to existing work rules.
- 2.5 Any employee within the bargaining unit who may feel himself/herself aggrieved may seek his/her remedy through the grievance procedure provided in this Agreement.
- 2.6 By County policy and statutory authority, the County provides defense and indemnification for its employees if they are sued for acts while they are "performing or in good faith purporting to perform" their duties.

## **ARTICLE 3 - DUES CHECKOFF**

- 3.1 The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council 2 and its affiliated Local (hereafter Union) as the sole and exclusive bargaining representative concerning wages, hours, and other conditions of employment for employees described in the recognition clause.

- 3.2 Joining the Union: All employees in this bargaining unit have the right to voluntarily join the Union. The Union as the Exclusive Bargaining Representative agrees to carry out its responsibilities under RCW 41.56.080.
- 3.3 Questions about Union Membership: If an Employee has questions about Union membership, the Employer will remain neutral and direct the employee to discuss this topic with a Union Staff Representative. The Union's Staff Representative shall address the employee's inquiry as soon as possible.
- 3.4 Signed Dues Deduction Authorization: Current Union members and those who choose to join the Union Group and pay monthly dues via a signed payroll deduction authorization will have their dues deducted once each month from their pay by the Employer. When Workday is implemented, the dues will be divided between two (2) pay dates each month. The signed payroll deduction authorization may be submitted electronically or by paper writing, and must be presented to the Employer's Human Resources Department. The deduction will begin in the payroll period after submission of the dues deduction authorization card or as soon as administratively possible if not submitted with enough time to make the next payroll period.
- 3.5 Amounts Deducted: The amounts to be deducted shall be certified to the Employer by the Union and the aggregate deductions shall be remitted to the Union together with an itemized statement including the employee name, department, hours worked, monthly base wage and the amount of Union dues deducted, after such deductions are made. If an employee terminates his/her employment on or before the 15<sup>th</sup> of the month, dues will not be deducted for that month; if the termination is after the 15<sup>th</sup>, dues will be deducted. When Workday is implemented, dues will be deducted if work is performed for more than one-half of each pay cycle. The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. The Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the payroll deduction authorization has been properly terminated in compliance with the terms of the authorization for payroll deduction executed by the employee. The Employer is not a party to the authorization for payroll deduction as that is between the employee and the Union.
- 3.6 New Employee Orientation: These provisions shall be carried out in conformity with RCW 41.56.037. Each December, the Employer will provide the Union with the upcoming year's monthly new hire orientation calendar. The Union will contact the Human Resources Department at (509) 574-2210 every month to obtain information on new hires scheduled to attend orientation appropriate to their group. A Union official shall be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership and dues authorizations.
- 3.7 Defense, Hold Harmless and Indemnification: In regards to all the provisions of this Article, the Union agrees to defend, indemnify and hold harmless the Employer from any and all claims, demands, lawsuits, administrative proceedings, ULPs, and grievances or other forms of liability, including the amounts of dues and fees deducted and withheld as well as attorneys' fees, costs, and/or expenses associated with the above listed activities (all claims, demands, etc.) that arise against the Employer for or on account of Employer actions consistent with the provisions of this Article.

## ARTICLE 4 - NO DISCRIMINATION

There shall be no discrimination by the Employer or the Union against any employee or applicant for employment on account of membership or non-membership in the Union because of race, religion, creed, sex, national origin, age, marital status, sensory, mental, or physical handicap, or sexual orientation, unless based upon a bona fide occupational qualification. No employee will be required to make a contribution to a political party or to a candidate for political office.

## ARTICLE 5 – UNION - MANAGEMENT RELATIONS

- 5.1 All collective bargaining with respect to wages, hours, and general working conditions shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.
- 5.2 Agreements reached between the parties to this Agreement shall become effective only when signed by designated representatives of the Union and the Employer.
- 5.3 Labor/management meetings may be scheduled, at which time matters involving wages, hours and working conditions affecting employees covered by this Agreement will be discussed.
- A. Meetings may be scheduled at a mutually agreeable time, but not later than fifteen (15) working days from the date of request for a meeting. Such requests shall be in writing and contain the items at issue. The request shall be sent to the Department Head or Elected Official.
  - B. 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 party. The Employer shall furnish the Union with a copy of the final agenda three (3) working days prior to the date of the meeting, when practicable.
  - C. Disposition of matters covered in a labor relations meeting shall not contradict, add to, or otherwise modify the terms and conditions of this basic Agreement.
  - D. Meetings shall be held during hours most convenient to the participants, and participants shall experience no loss of salary, provided that no more than two (2) participants from any department shall be paid for such meetings. .
  - E. The Department Head . may require that the meeting be held during non-working hours.
- 5.4 Collective Bargaining: Employees representing the Union, not exceeding three (3) from Locals 87 & 87-P and one (1) from Local 87PS shall be granted release time from work without loss of pay for collective bargaining sessions if said sessions take place during the employee's normal working hours. If collective bargaining sessions take place outside of the employee's normal working hours, then and in that event, employees participating in collective bargaining shall not receive compensation for said time. Employees may request, with supervisor approval, to flex work schedules in order to avoid loss of pay or leave-bank

reductions due to attendance at bona fide bargaining sessions.

- 5.5 Union Business: Union officers, not to exceed four (4) in number at any one time, shall be granted leave from duty with pay for the purpose of union business attendance at legislative meetings in Olympia, Spokane, Yakima, and Goldendale, such as when there are Town Halls, in Washington, subject to one (1) week's prior notice and subject to the Employer's prior approval of such meetings; and provided further that the total leave time for the bargaining unit for this purpose shall not exceed forty (40) hours in any calendar year. Employees will not be required to use paid time off from available leave banks for this type of meeting unless they exceed forty (40) hours in any calendar year. If employees choose to attend the above meetings, and the provided amount of time is exhausted, the employee shall use paid time off from available leave banks or LWOP. The granting of this leave is dependent upon the Employer's assessment of work requirements and department needs.

In addition, Union officers, not to exceed four (4) in number at any one time, shall be granted leave from duty with pay for the purpose of union business attendance, including but not limited to events such as attending labor conventions or educational conferences regarding collective bargaining, provided that notice of such conventions or conferences shall be requested and is subject to prior approval at least two (2) weeks prior thereto; and provided further that the total leave time for the bargaining unit for the purpose set forth in this section shall not exceed forty (40) hours in any calendar year. For this leave, employees shall use paid time off from available leave banks or LWOP subject to prior approval from their Department Head or Elected Official.

Time spent by Union officers at Executive Board review of grievances, Labor Management, shall not be considered in the calculation of the eighty (80) hour total limit. The Union Executive Board shall determine those Officers or members who have specific cause to attend for the betterment of the collective bargaining process.

- 5.6 Grievances and Representation: Union officers and/or shop stewards shall be granted leave from duty without any loss of pay for actual time spent as an employee's Union representative in disciplinary actions pursuant to the Weingarten and Loudermill Rights and in the investigation of grievance, thereby resolving problems in the workplace for the mutual benefit of the parties.
- 5.7 Bulletin Board: The Employer agrees to furnish and maintain a suitable bulletin board, in a convenient location, to be used by the Union.

## **ARTICLE 6 - DEFINITIONS**

The following definitions apply throughout the contract unless the context indicates another meaning:

- A. Anniversary Date: Original entry date into County Service as adjusted by leave without pay or break in service.
- B. Call Time: One (1) hour minimum at the applicable rate of pay for those situations in which the employee is instructed to return to work after leaving his/her work premises.



- C. Compensatory Time: Time off in lieu of cash payments for overtime.
- D. Dismissal: The termination of employment of a regular employee pursuant to the provisions of Article XX - Discipline/Work Rules.
- E. Employees Defined As Follows:
- 1) Regular full-time: Employees who perform bargaining unit work on a full-time basis (37.5 or 40 hours per week) and who have successfully completed a probationary period. Said employees are entitled to pay in accordance with the existing pay plan and benefits as set forth in this Agreement.
  - 2) Regular part-time - 20 hours and over: Employees who perform bargaining unit work on a scheduled basis for 20 hours or more per week but less than full-time, and who have completed a probationary period. Said employees are entitled to receive base pay for the position and the opportunity to progress across the pay plan structure in accordance with the length of service. Said employees are also entitled to benefits on a pro rata basis.
  - 3) Regular part-time - fewer than 20 hours: Employees who perform bargaining unit work for fewer than 20 hours per week on a scheduled basis, or for a sufficient period of time during each week, to demonstrate a substantial and continuing interest in employment. Said employees are entitled to receive the base pay for the position and the opportunity to progress across the pay plan structure in accordance with the length of service. Said employees are not entitled to any other benefits (*i.e.*, medical, holidays, PTO leave, sick leave, or other paid leaves) except that these employees may be entitled to unpaid leave when requested by the employee and subject to approval by the Elected Official or Department Head.
  - 4) Extra Help: Employees who work for a period of fewer than five (5) months during a calendar year, less than 650 hours per calendar year intermittently, or in a temporary assignment up to a year in projects with an end in sight, during the absence of a regular employee or employment necessitated by work load peaks. This category is inclusive of student, casual, and seasonal employees. Extra Help employees are not in the bargaining unit and are not covered by this Agreement. Extra Help employees are covered by the County Extra Help Policy.
- F. Holidays: Paid non-work days for County employees as established and as provided in Article 16 - Holidays, of this Agreement.
- G. Overtime: Work authorized and performed in excess of the scheduled work day or work week. It is payable at the time and one half (1-1/2) rate only for hours in excess of forty (40) per week. Some paid leave time (WPSL is not included) shall be included as “time worked” for the purpose of determining whether an employee has “worked”

forty (40) hours in a week.

H. Position: A group of duties and responsibilities normally assigned to an employee.

I. Probationary Period:

- AFSCME 87 & 87P - The trial period of employment following appointment to a position shall continue for twelve (12) months unless sooner terminated. The parties understand that the probationary period will be extended to accommodate completion of the applicable academy. The Employer agrees to conduct probationary performance reviews after five (5) months and after eight (8) months in order to provide feedback to the employee.
- AFSCME 87PS - The trial period of employment following appointment to a position shall continue for twelve (12) months unless sooner terminated. The probationary period may be extended up to two months, and the Union will be notified by the Employer. The parties understand that the probationary period will be extended to accommodate completion of the applicable academy.
- During the probationary period, either the employee or Employer may terminate the employment relationship without just cause and without any recourse to the grievance procedures.

## **ARTICLE 7 - HOURS OF WORK**

7.1 Regular Hours: The regular hours of work each day shall be consecutive except for interruptions for rest and lunch periods. References to consecutive hours of work in the balance of this Article shall be construed to include rest and lunch periods.

7.2 Work Week: The regular work week shall consist of five (5) consecutive work days, Monday through Friday, inclusive; provided, however, if it is determined by the Board of Commissioners and the Elected Official or Department Head involved that a need exists for a change in the work schedule of certain employees within certain departments, the regular work week may be established to consist of four (4) consecutive work days.

7.3 Work Day/Shift, General: The Board of County Commissioners and the Elected Official or Department Head involved shall exercise their prerogatives in determining the number of hours to be worked in each work day. The Courthouse work day is normally from 8:00 a.m. to 5:00 p.m., with one (1) hour lunch for employees; however, regular hours may be varied in accordance with the different work requirements of certain departments. The options for consecutive hours of work include seven and one-half (7-1/2) consecutive hours of work, eight (8) consecutive hours of work, and/or ten (10) consecutive hours of work within the twenty-four (24) hour period.

7.4 Continuous Operations: Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours a day, or seven (7) days a week. The Board

of County Commissioners and the Elected Official or Department Head involved shall determine the work week for employees engaged in continuous operations. This determination may result in the establishment of a work week consisting of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days or a combination thereof, not to exceed a total of forty (40) working hours in any given seven (7) day period.

Juvenile Detention Personnel: In regard to Juvenile Corrections Officers and Detention Supervisors, the Hours of Work provisions pertaining to twelve (12) hour shifts are contained in the Working Conditions CBA.

- 7.5 Rest Periods: All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half eight (8) or ten (10) hour shift. The rest period shall be scheduled at the middle of each one-half shift, whenever feasible. Employees who for any reason work more than two (2) hours beyond their regular quitting times into the next shift shall receive a paid fifteen (15) minute rest period on such shift. This rest period for overtime work may be granted at the end of the overtime work period.
- 7.6 Any change in the regular work week will require no fewer than fifteen (15) days' prior notice to the affected employee; provided, however, in the case of an emergency, prior notice shall consist of however much time is practicably available to Management.
- 7.7 If Management cancels a work shift or portion thereof for extreme weather conditions or the safety of the employees, then Management makes the following provisions:
- A. If notice of cancellation is given to the employee(s) any time during the prior day, then no payment is due for said cancellation; or
  - B. If notice of cancellation occurs during the first half of a regular work shift, then said employee(s) shall be entitled to the payment of the difference between time worked and one-half of the regular work shift; or
  - C. If notice of cancellation occurs during the second half of a regular work shift, then said employee(s) shall be entitled to payment of the difference between time worked and the entire regular work shift.
- 7.8 The Elected Official or Department Head has the right to schedule and/or change the hours of work of regular part-time employees and on-call employees subject to the following:
- A. Regular part-time employees who have fixed schedules and are not subject to the need for flexible schedules will receive at least fifteen (15) days' notice prior to a scheduling change, except in the event of an emergency.
  - B. On-call employees are subject to flexible scheduling as required by the Employer without any prior notice.
- 7.9 Standby Duty: The Employer may designate employees to be on standby duty during off-duty hours for the purpose of performing designated call-out work for facilities employees

only.

- A. **Facilities employees only:** An employee designated on standby duty shall be available on a twenty-four (24) hour basis to perform call-out work. The employee must be in a position to respond within fifteen (15) minutes to any summons at any time during the period the employee is on standby duty.
- B. **Facilities employees 87 & 87P only:** Employees on standby duty shall be issued a cellular telephone and a pager capable of summoning his/her attention. An employee on standby shall carry the pager at all times and shall have the cell phone immediately available.
- C. **Facilities employees only:** Employees on standby duty may be assigned a County vehicle for responding to call out work. Personal use of the vehicle is strictly prohibited.
- D. **Facilities employees only:** Standby duty shall be divided among those qualified, as determined by the Employer.
- E. **Facilities employees only:** An employee on standby duty shall receive pay or compensation time as follows:
  - 1) An employee who is assigned a twenty-four (24) hour shift on standby duty, during which time the employee has worked a regularly scheduled work day, shall receive pay or compensatory time for one (1) hour's pay at the overtime rate.
  - 2) An employee who is assigned a twenty-four (24) hour shift on standby duty, during which time the employee has not worked a regularly scheduled work day, shall receive pay or compensatory time for three (3) hour's pay at the overtime rate.

## ARTICLE 8 - PAY PROVISIONS

### 8.1 Pay Period:

Based on the 2020 implementation of Workday , employees shall be paid on a semi-monthly (twice per month) basis.

- a. The first pay period will be the 1<sup>st</sup> through the 15<sup>th</sup> of the month.
- b. The second pay period will be the 16<sup>th</sup> through the last day of the month.
- c. Pay for work performed during the first pay period will be issued on the 25<sup>th</sup> of the month.
- d. Pay for work performed during the second pay period will be issued on the

10th of the month following the pay period end.

- e. There shall be no deductions other than required by law or authorized by this Agreement or authorized in writing by the employee. Required and authorized deductions will be applied to each paycheck.
- f. All employees are required to provide information for direct deposit of all employee pay.
- g. Upon request by an employee, opening a payroll debit card with the County's financial institution is available.
- h. Paid Leave/Time Worked: Some paid leave time (WPSL is not included) such as PTO, sick leave, compensatory time, or holiday is included as time worked for the purpose of determining whether an employee has "worked" forty (40) hours in a week for overtime pay purposes.
- i. No Pyramiding: Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.
- j. Mileage Reimbursement: Employees who use a personal vehicle for County business or work related activities in accordance with County policy shall receive reimbursement for their mileage. Mileage reimbursement shall be set at the current Internal Revenue Service (IRS) rate.
- k. Social Security: The Employer agrees that, for the duration of this Agreement, it shall continue to make payments on behalf of employees in the bargaining unit for Federal Social Security.
- l. Out of Class Pay: Out of Class Pay for periods exceeding one (1) full calendar month is subject to approval by the Board of County Commissioners.

Workday was implemented July 1, 2020, thus when an employee is assigned to work at a higher job classification for one (1) full day or more, said employee will be paid as follows:

- a. When an employee is assigned to work in a job classification that is one (1) classification higher than his or her own for one (1) full day or more, the employee shall be paid at a seven and one-half percent (7.5%) flat rate.
- b. When an employee is assigned to work in a job classification that is two (2) classifications higher than his or her own for one (1) full day or more, the employee shall be paid at a fifteen percent (15.0%) flat rate.
- c. When an employee is assigned to work in a job classification that is three (3) classifications or higher than his or her own for one (1) full day or more, the employee shall be paid at a maximum twenty percent (20.0%) flat rate cap.

**A. Facilities Services Employees.**

Workday was implemented July 1, 2020, thus Facilities Service Employees, while assigned by the Facilities Manager and while performing responsibilities and duties of a higher classification for any reason for four (4) hours or more, shall be compensated as follows:

- a. When an employee is assigned to work in a job classification that is one (1) classification higher than his or her own for four (4) hours or more, the employee shall be paid at a seven and one-half percent (7.5%) flat rate.
- b. When an employee is assigned to work in a job classification that is two (2) classifications higher than his or her own for four (4) hours or more, the employee shall be paid at a fifteen percent (15.0%) flat rate.
- c. When an employee is assigned to work in a job classification that is three (3) classifications or higher than his or her own for four (4) hours or more, the employee shall be paid at a maximum twenty percent (20.0%) flat rate cap.

**Boot Allowance:** Effective for 2021, certain Facilities Services Employees (Maintenance/Custodian) will be provided a One Hundred Dollars (\$100.00) per year boot allowance subject to applicable taxes and deductions. The 2021 boot allowance will be paid in the pay cycle following a fully signed contract by all parties. The 2022 boot allowance will be paid in the February 25, 2022 paycheck. All newly hired employees will receive their boot allowance payment within the first paycheck following hire date.

Employees whose job classification falls under the County's Hearing Conservation Program are required to participate in the annual audiology testing.

**B. Detention Officers.**

Based on 2020 Workday implementation consistent with the 2020 labor contract, Detention Officers assigned to perform Detention Shift Supervisor duties shall be compensated at a flat rate of twenty percent (20%) per hour above their current hourly rate.

Employees whose job classification falls under the County's Hearing Conservation Program are required to participate in the annual audiology testing.

**8.2 Travel Time:**

- A. Time spent traveling during normal work hours is considered compensable work time as determined by the Fair Labor Standards Act (FLSA).

- B. If an overnight stay is required, time spent traveling outside normal working hours will be compensated if the traveler is operating a vehicle. Travel outside normal working hours as a passenger on either commercial or private transportation is not considered compensable work unless the employee is directly involved in an activity that benefits the Employer.
- C. Time spent traveling outside normal working hours during day-trips will be compensated at the regular hourly rate, unless said travel time causes the employee to exceed forty (40) hours total compensable time for the week. Travel time performed in excess of forty (40) hours per week will be compensated at the rate of one and one-half times the normal rate of pay.

## **ARTICLE 9 - OVERTIME/COMPENSATORY TIME**

- 9.1 All overtime must be properly authorized by the Department Head or designee. The employee shall be compensated for all overtime worked in excess of forty (40) hours per week by pay or compensatory time off. While working twelve-hour (12) shifts, Juvenile Detention Officers and Supervisors are paid overtime for time worked over their twelve-hour (12) hour shift.
- 9.2 Compensation for each hour worked over forty (40) hours per week shall be at the rate of one and one-half (1-1/2) hours overtime pay or compensatory time off for each hour worked over forty (40) hours. All other overtime shall be at the straight time rate.
- 9.3 Overtime shall be distributed as equally as practical among employees within a department. No employee will be required to cancel a scheduled shift to avoid payment of overtime. However, the Employer reserves the right to change shifts as needed for business reasons. In case of an emergency where an employee works considerable overtime, a scheduled shift may be changed or cancelled to provide the employee with adequate time to rest.
- 9.4 Employees may elect to receive payment for overtime by way of compensatory time off. Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the employee and supervisor or Department Head or Elected Official. Permission to use compensatory time off shall not be unreasonably denied if operating requirements will not be adversely affected.
- 9.5 Compensatory time may be accrued to a maximum of sixty (60) hours. Any time accrued in excess of sixty (60) hours will be paid for at the applicable rate. Compensatory time may be carried over from one (1) calendar year to the next by mutual consent between the Employer and the employee.

## **ARTICLE 10 - WAGES**

- 10.1 The Pay Plan Structure for 2021 and 2022 is described in Exhibit "A," which is attached hereto and incorporated herein by reference. The 2021 and 2022 Pay Plan Structure is the same as the Pay Plan Structure was for 2020.
- 10.2 The Pay Plans for 2021 and 2022 are set forth in Exhibit "B," which is attached hereto and

incorporated herein by reference. These 2021 and 2022 Pay Plans are the same as the Pay Plans were for 2020.

10.2.1 For 2021, Yakima County shall pay a one-time lump sum payment of six percent (6%) based on only the annual base wage reflected in Exhibit A or B of the 2020 Collective Bargaining Agreement. The lump sum payment applies only for each regular or temporary budgeted eligible employee within the AFSCME Master Bargaining Unit. The following provisions set forth the pay and criteria regarding the lump sum payment. To be eligible for the lump sum:

- (1) Employee must have been employed by Yakima County for a minimum of six (6) months prior to the parties signing the applicable CBA; and,
- (2) Employees must be in paid status during the pay cycle for which the pay check is issued. Paycheck received from any leave bank balances is considered being in paid status; and,
- (3) Employees on leave without pay (LWOP) status for the entire pay cycle in which the paycheck is issued are not eligible for the lump sum payment; and,
- (4) The calculated lump sum payment shall be less applicable taxes/deductions. Receiving the lump sum less taxes and deductions is subject to the timely ratification and the signing of the final CBA by each of the parties, with the Board being the last party; and,
- (5) Any payouts for overtime, out of classification pay, compensatory time, paid time off (PTO), any other payout category and any miscellaneous earnings (e.g., boot allowances, etc.) shall not be used for the purposes of calculating the six percent (6%) lump sum amount. Only the annual base pay set forth in Exhibit A or B of the 2020 Collective Bargaining Agreement shall be used for these calculations; and,
- (6) Employees who are actively receiving workers compensation indemnity payments starting six (6) months prior to the final signing of this CBA by the parties will be eligible for the lump sum payment; and,
- (7) Employees who receive the lump sum payment less applicable taxes/deductions who end employment **after** receiving said payment shall not be required to repay any portion of the lump sum payment.

10.2.2 No Retroactive Payments for 2021: There shall be no retroactive payments for the 2021 lump sum if the CBA is not signed by all parties before November 30, 2021.

10.2.3 For January 1, 2022, Yakima County shall pay a one-time lump sum payment of three percent (3%) based on only the annual base wage reflected in Exhibit A or B of the 2020 Collective Bargaining Agreement. The lump sum payment applies only for each regular or temporary budgeted eligible employee within the AFSCME Master Bargaining Unit. To be eligible for the lump sum:

- (1) Employees must have been hired on or before December 31, 2021; and
- (2) Employee must be in paid status between July 1 – July 15, 2022. Paycheck received from any leave bank balances is considered being in pay status; and,
- (3) Employees in Leave without pay (LWOP) status for the entire pay cycle in



- which the paycheck is issued are not eligible for the lump sum payment; and,
- (4) The calculated lump sum payment will appear on the July 25, 2022, paycheck less applicable taxes/deductions; and,
  - (5) Any payouts for overtime, out of classification pay, compensatory time, paid time off (PTO), any other payout category and any miscellaneous earnings (e.g., boot allowances, etc.) shall not be used for the purposes of calculating the three percent (3%) lump sum amount. Only the annual base pay set forth in Exhibit A or B of the 2020 Collective Bargaining Agreement shall be used for these calculations; and,
  - (6) Employees who are actively receiving workers compensation indemnity payments starting on or after February 1, 2022, will be eligible for the agreed upon lump sum payment on July 25, 2022; and,
  - (7) Employees who receive the lump sum payment less applicable taxes/deductions in the July 25, 2022, paycheck who end employment **after** receiving said payment shall not be required to repay any portion of the lump sum payment.

10.2.4 Regarding all the provisions of Article 10, all calculations of the above lump sum payments shall be less all applicable taxes and deductions. The Human Resources Department's determinations as to any and all applicable timelines, eligibility requirements, language interpretations and calculations of lump sum amounts shall be final and binding on the parties. The Human Resources Department's determinations shall not be subject to any grievance procedures.

### 10.3 Regular part-time employees:

- A. 20 hours and over: Employees working twenty (20) hours per week or more, but less than full-time are entitled to receive base pay for the position and the opportunity to progress across the pay plan structure, in accordance with the terms of this Agreement. Said employees will also be entitled to benefits on a pro rata basis.
- B. Under 20 hours: Employees working fewer than twenty (20) hours per week are entitled to receive base pay for the position and the opportunity to progress across the pay plan structure, in accordance with the terms of this Agreement. Said employees are not entitled to any other benefits (*i.e.*, medical, holidays, PTO leave, sick leave, or other paid leaves), except that these employees may be entitled to unpaid leave when requested by the employee and subject to the approval by the Elected Official or Department Head.

10.4 Historically, effective in 2018, the task force of bargaining unit representatives and management established in 2017 (established as the 2017 Task Force on Benefits and Salary), as well as the Salary Committee, will be maintained to engage in informational only discussions about the outcome of survey conducted by the Human Resources Department, as addressed in Exhibit "A." These informational discussions are not to be interpreted nor construed to mean that the Employer is agreeing to negotiate about the market survey, comparables, and the survey's provisions and procedures. Each CBA already states that the

market survey is for only informational purposes, and there is no obligation on the part of the Employer to negotiate about and implement the results of any survey.

- 10.4.1 Beginning in 2018, with a frequency of every four (4) years, a full/in-depth survey will be conducted by the Human Resources Department using the six (6) comparable counties discussed. The six (6) comparable counties are: Benton, Spokane, Kitsap, Thurston, Whatcom, and Grant. For the in-between years (2019, 2020, 2021), a basic touchpoint will be conducted with the sole purpose of gauging the trend in the market. There were 37 jobs identified by the salary committee and task force to be included in the survey. See Exhibit “A” for the list of classifications. The methodology used for analysis will remain the same as outlined in HR 001 Class and Compensation Policy.
- 10.4.2 In regards to the reference above in section 10.4.1 to the conducting of a full/in-depth survey by the Human Resources Department during 2020, in light of the provisions of section 10.6 below, the parties have mutually agreed that Human Resources Department shall not conduct a full/in-depth survey and instead will dedicate resources to the comprehensive study and analysis of the current job classification (DBM) and pay plan system to reasonably achieve a better job classification and pay plan system.
- 10.4.3 The Human Resources Department will determine the frequency of meetings with the respective committee and task force members. Notice of meetings will be provided in advance of meetings.
- 10.5 In January 2020, the change in minimum wage was addressed by removing the hourly rate of pay that falls below the State minimum. Increment 1 and increment 2 of the A11 pay plan was discontinued for hiring purposes. The updated pay plan schedule is available on the County’s website.
- 10.6 Starting in 2021 and ending in 2022, the Employer will be conducting, through the Human Resources Department, a comprehensive study of the current job classification (DBM) and pay plan system. The Elected Officials, Department Heads, Bargaining Representatives and bargaining unit representatives as well as the members of the Executive Committee will serve on a task force similar to the Task Force on Benefits and Salary as well as the Salary Committee mentioned above in Section 10.4. This task force will engage in informational discussions which shall not to be interpreted nor construed to mean that the Employer is agreeing and obligated to negotiate about the methodologies used to conduct the comprehensive study but rather the task force will engage in information discussions about the outcomes of the study and analysis. The purpose of the comprehensive study is to determine whether the current job classification (DBM) and pay plan system can be improved or whether a new job classification and pay plan system will be in the best interests of the Employer and the Employees. The comprehensive study and analysis may also result in significant changes to the methodology used for analysis as outlined in HR 001 Class and Compensation Policy. It is also possible that if a new job classification and pay plan system is one of the recommendations of the study then the provisions pertaining to Section 10.4 and Section 10.4.1 may be significantly modified and no longer in effect as currently written.

The results of this comprehensive study and analysis will be shared with all the affected bargaining units and their representatives. Further, the results of the study will become the subject of bargaining during the relevant successor labor contract term. The parties understand and agree that the ability to pay continues as an important factor with regards to addressing the results of the study and analysis as well as addressing the implementation of aspects of the study and analysis. The parties recognize that the Board of County Commissioners, based on their authority over the budgets, have the final decision-making authority relating to implementation of the results of the comprehensive study and analysis.

## **ARTICLE 11 - MEDICAL BENEFITS**

- 11.1 Effective January 1, 2020, the Employer contribution towards premium cost will be up to a maximum of Nine Hundred Dollars (\$900.00) per month.
- 11.2 For 2021, in lieu of an additional Fifty Dollars (\$50.00) per month medical contribution in 2021, Yakima County will pay a one-time lump sum of Two Hundred Fifty Dollars (\$250.00). This one-time lump sum payment will be subject to applicable taxes/deductions and paid in the same paycheck as the lump sum wage payment. As is the case with the lump sum wage payment, this payment in lieu of medical contribution, is subject to the same timeliness requirements regarding the 2021 six percent (6%) lump sum. Employee must have been employed by Yakima County for a minimum of six (6) months prior to the parties signing this CBA.
- 11.2.1 Regarding the provisions of Article 11, pertaining to the 2021 insurance lump sum payment, the payment shall be less all applicable taxes and deductions. The Human Resources Department's determinations as to any and all applicable timelines, eligibility requirements, language interpretations and calculation of lump sum amount shall be final and binding on the parties. The Human Resources Department's determinations shall not be subject to any grievance procedures.
- 11.2.2 No Retroactive Payments for 2021: There shall be no retroactive payments for the 2021 in lieu of medical contribution lump sum of Two Hundred Fifty Dollars (\$250.00) if this CBA is not signed by all parties before November 30, 2021.
- A. For employees who are enrolled in the Premera Blue Cross (High Deductible) Plans, the Employer Contribution to the Health Savings Account (HSA) for the Employee Only Tier shall be the difference between the premium for Employee Only coverage and the Employer maximum contribution.
- B. For employees who are enrolled in any Premera Blue Cross Plan other than the Premera Blue Cross (High Deductible) Plans with Employee Only coverage, the Employer shall contribute the difference between the premium for the Employee Only Tier and the Employer maximum contribution to an HRA VEBA account for the employee.

- C. For employees enrolled in all other Premera Blue Cross plans or tiers, the employee will pay the difference between the premium and the Employer's maximum contribution
- D. Employees can waive medical coverage; however, contributions must still be made for the mandatory Premera Blue Cross Dental, Basic Life Insurance and Basic Long Term Disability (LTD). The Employer shall contribute only the premium amount for the mandatory Premera Blue Cross Dental, Basic Life Insurance and Basic LTD for employees that waive medical coverage through Premera Blue Cross

11.3 Effective for 2022, the Employer will increase its contribution towards medical by up to One Hundred Dollars (\$100.00) per month (up to Fifty Dollars (\$50.00) per pay period) beginning in the January 25, 2022, paycheck. This additional up to One Hundred Dollars (\$100.00) per month shall cease on December 31, 2022, and the Employer's contribution shall return to up to Nine Hundred Dollars (\$900.00) per month.

**Specific Sunset Clause: The Union agrees that the Employer additional up to One Hundred Dollars (\$100.00) contribution towards the medical premium in 2022 shall sunset/cease effective December 31, 2022, unless the parties have mutually agreed in writing to extend this contribution into 2023 prior to December 31, 2022. The parties agree to exclude the provisions of the additional up to One Hundred Dollars (\$100.00) per month Medical Contribution from the application of the provisions of RCW 41.56.123, Section (1). The parties further agree that this exclusion is to enforce the provisions of RCW 41.56.123, Section (2) as relates to the additional up to One Hundred Dollars (\$100.00) per month Medical Contribution and the cessation of such contribution on December 31, 2022.**

11.3.1 No Retroactive Payments for 2022: There shall be no retroactive payments for the 2022 up to One Hundred Dollars (\$100.00) medical contribution if this CBA is not signed by all parties before November 30, 2021.

11.4 Effective for 2021 and 2022, the task force made up of some of the insurance benefits committee members, Human Resources Department staff, bargaining unit representatives, and management will remain in place but will serve as a communication tool during 2021-2022 regarding Premera Blue Cross insurances. This task force communication is neither to be interpreted nor construed to obligate the Employer to negotiate about carriers, medical benefits, and coverages. There already is an insurance benefits committee made up of employees representing departments who are also in some cases members of certain bargaining units and this committee has historically been coordinated through and with the expertise of the Human Resources Department. The insurance benefits committee is recommendatory only and only the Board of County Commissioners has the final determination for carriers, plans, programs, and coverages.

- 11.4.1 The Human Resources Department will determine the frequency of meetings with the respective committee and task force members. Notice of meetings will be provided in advance of meetings.

## ARTICLE 12 – SENIORITY

- 12.1 Bargaining Unit Seniority: Bargaining unit seniority according to this Agreement shall consist of the continuous service of an employee since the last date of hire with the County in a position covered by this Agreement.

**AFSCME 87PS only:** Employees hired prior to September 1, 2006, shall have bargaining unit seniority established as of the most recent date of promotion to Correction Supervisor.

- 12.2 Classification Seniority: Classification Seniority according to this Agreement shall consist of the continuous service of an employee since the last date of hire with the County in a classification in a position covered by this Agreement.

A. The classification seniority for an employee reclassified pursuant to Article 15 of this Agreement shall commence six months prior to the effective date of the reclassification.

- 12.3 No employee may have bargaining unit seniority or classification seniority established prior to satisfactory completion of the probation period. The employee's earned bargaining unit seniority and classification seniority shall not be lost because of absence due to illness, authorized leave of absence, or temporary lay-off. In the case of lay-off, the employee will not earn bargaining unit seniority or classification seniority during the period of absence. In the case of authorized leave of absence without pay, the employee will not earn bargaining unit seniority or classification seniority during the period of absence if the period of absence in any pay period is more than half of the employee's scheduled work hours for the pay period. Bargaining unit seniority and classification seniority terminate when an employee resigns, retires, is discharged, or is not rehired within fifteen months of lay-off.

- 12.4 Bargaining Unit Seniority List: A County-wide bargaining unit seniority list will be established and made available to all employees, and a copy given to the Union.

## ARTICLE 13 - LAY-OFF AND RECALL

- 13.1 The Board of County Commissioners and Elected Official or Department Head shall be the sole determiners of when layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work, reorganization of the Department, and/or lack of funds. If it is determined that lay-offs are necessary, employees in the affected classification(s) will be laid off by department/office (e.g., Treasurer's Office, Prosecuting Attorney's Office, Public Services Department), in the following order:

A. Extra Help employees, inclusive of short term, intermittent, temporary student, casual, seasonal, and project workers;

- B. Probationary employees; and
  - C. In the event of further reductions in force, employees will be laid off from within the affected job classifications, giving initial consideration to bargaining unit seniority; provided, however, consideration shall also be given to employee work history and performance as documented in the personnel file maintained by the Human Resources Department and the ability of retained employees to perform remaining work available without further training. When two or more employees have relatively equal performance, work experience, skill, and ability to do the work without further training, as determined by the Employer, the employee(s) with the least bargaining unit seniority will be laid off first.
  - D. Employees shall be provided with thirty (30) calendar days' notice of their layoff status except in the event of an emergency.
- 13.2 Employees who are laid off shall be placed on recall status for a period of fifteen (15) months. If there is a recall, employees who are still on recall status shall be recalled in the inverse order of their layoff.
- 13.3 When an employee is recalled, the Employer will send a certified letter to the employee advising the employee of the recall. An employee interested in returning to work must respond within five (5) calendar days after receiving the letter, either by written communication to the Employer or by personal notification.
- 13.4 Employees on lay-off status who have been recalled to the classification from which they have been laid off and have refused shall be removed from recall status.
- 13.5 Benefits shall not accrue during lay-off. Employees recalled and who accept the recall within fifteen (15) months from the date of the layoff shall have previously accrued bargaining unit seniority, classification seniority, and sick leave prior to layoff restored. Recalled employees shall not be required to serve an additional six month probation period.

#### **ARTICLE 14 - JOB POSTING, PROMOTIONS**

- 14.1 Job Posting: The Elected Official or Department Head shall be the sole determiner as to the need or necessity to fill any vacancy or new position.
- A. If Management determines the need to fill a vacancy or new position, said opening shall be posted for seven (7) calendar days, with copies to be posted within the affected department and on the central employee notice bulletin board in the Courthouse. A copy of the announcement will also be mailed to the Union and employees on layoff status.
  - B. All employees covered by this Agreement are eligible to apply for any posted position. Applications must be completed and submitted to the Human Resources Department on or before the closing date.

- C. The Elected Official or Department Head shall have the right to make a selection of the applicant for the position based on ability, past performance, experience, and competence.
- D. If a vacancy occurs in a position with the same job classification and minimum requirements of a prior job announcement, the Elected Official or Department Head may select a candidate from the applicant pool from the previous recruitment. The vacancy must occur within ninety (90) days of the closing date of the previous job announcement.

14.2 Promotions: Insofar as practicable, first consideration shall be given to employees within a department when promotional vacancies occur. Second consideration will be given to applicants from other departments. In the event the vacancy cannot be filled by qualified applicants currently employed either within the department or the County, selection may be made from applicants from the general public.

- A. During the six (6) month work performance probation period, employees will be permitted to return to their former classification and increment if they cannot perform satisfactorily in the new classification, or by mutual agreement by the employee and the Elected Official or Department Head, provided there is a position available. If there is no position available, said employee shall be placed on recall status in accordance with the provisions of the layoff article.
- B. Any employee, regular or probationary, who is promoted to a position in a class with a higher pay range, shall receive either:
  - 1) The rate of pay associated with the allowable hiring step for the position; or
  - 2) If the highest allowable hiring step does not provide at least a five percent (5%) increase, the step in the higher pay grade that provides at least a five percent (5%) increase above the employee's current salary.

## **ARTICLE 15 - JOB CLASSIFICATION/RECLASSIFICATION PROCEDURE**

15.1 When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position. In the event the Union does not agree that the rate of pay is correct, it may give notice to negotiate the pay rate for the new position.

15.2 Reclassification Procedure:

- A. The employee or Department Head or Elected Official may submit to the Human Resources Department a request for reclassification on a form supplied by the Human Resources Department. The form will contain the following information:
  - 1) Name;
  - 2) Department;
  - 3) Hire date in current position;

- 4) Current job title; and
  - 5) Justification for reclassification.
- B. A conference will be held between the employee, Department Head or Elected Official, and a Human Resources Department staff member within ten (10) working days of receipt of said request. If the Department Head or Elected Official fails to schedule a conference within ten (10) days, the Human Resources Department shall initiate an audit and review of the position upon receipt of a position description questionnaire.
- C. Within ten (10) working days of said conference, the Department Head or Elected Official will, in writing, notify the Human Resources Department of his/her recommendation of the employee's request for an audit or review. Adequate justification for the recommendation must be stated in the letter. A copy of the letter will be sent to the employee at the same time the Human Resources Department is notified.
- D. After the response of the Department Head or Elected Official, an audit and review of the employee's request will be performed by the Human Resources Department within sixty (60) working days of receipt of the position description questionnaire. Any party to the review may appeal the Human Resources determination to the Personnel Committee, which shall meet and review the determination at the next available meeting.
- E. The Employee will be allowed to be present with representation at the Personnel Committee meeting. The employee will receive a copy of the Personnel Committee's recommendation and the Commissioners' decision.
- F. There shall be no more than one (1) request within a period of one (1) calendar year for reclassification with respect to any job classification. The employee may appeal the Personnel Committee's recommendation to the Commissioners at Step 3 of the grievance procedure.
- G. The Personnel Committee shall provide to the employee and Department Head the reasons a reclassification request was granted or denied, including the process used to make the determination.

### **ARTICLE 16 - HOLIDAYS**

16.1 The following days shall be recognized and observed as paid holidays:

<b>Date:</b>	<b>Name of Holiday:</b>
January 1	New Year's Day
3 <sup>rd</sup> Monday of January	Martin Luther King, Jr., Day
3 <sup>rd</sup> Monday of February	Presidents' Day
Last Monday in May	Memorial Day



June 19	Juneteenth (beginning 2022)
July 4	Independence Day
1 <sup>st</sup> Monday of September	Labor Day
November 11	Veterans' Day
Thanksgiving	Thanksgiving Day
The Day after Thanksgiving	Day after Thanksgiving
December 25	Christmas Day

- 16.2 Whenever a paid holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever a paid holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.
- 16.3 If an employee performs work on a holiday, he or she shall receive holiday pay, plus either overtime pay or compensatory time, at the employee's choice. Effective beginning April 1, 2020, Detention Supervisors (Detention Shift Supervisors) and Juvenile Corrections Officers (Detention Officers) who work 12 hours will be eligible for 12 hours of straight time plus 12 hours of overtime pay or compensatory time. Holiday pay shall be included as "time worked" for the purpose of determining whether an employee has "worked" forty (40) hours a week.
- 16.4 Any employee on approved PTO when a holiday occurs will not be charged with PTO leave for that day.
- 16.5 Any employee who is on compensated sick leave when a holiday occurs will receive a day's pay for that holiday and will not have sick leave charged.
- 16.6 An employee who is on leave of absence without pay (LWOP) immediately prior to or following a holiday shall not receive holiday pay.
- 16.7 If a holiday occurs on an employee's scheduled day off, the employee shall be given an alternate day off at the employee's discretion, upon supervisor's approval.
- 16.8 A holiday shall not exceed an 8 hour work day. Holiday benefits are prorated for part-time employees.

### **ARTICLE 17 - PAID TIME OFF (PTO)**

- 17.1 **PTO Leave:** PTO leave is earned by regular full-time employees of Yakima County as described below for each month of completed service. With the implementation of Workday, PTO Leave is administered by the pay period/pay cycle. Regular part-time employees earn PTO leave on a pro-rated basis according to the number of hours worked. PTO leave is not available to the employee until after having served thirty 30 consecutive days of employment.
- 17.2 **Accrual:** Employees earn PTO leave on a prorated basis based on their date of hire following the chart below in 17.5.
- 17.3 Terminating employees earn PTO leave on a prorated basis based on their date of termination.

17.4 PTO leave may be accumulated to a maximum of the equivalent of forty (40) working days, after which time, if not taken, shall lapse pay period by pay period . Part time employees accrue PTO leave on a pro-rated basis.

17.5 PTO leave shall be accumulated and credited in the following manner:

<b>Continuous Service</b>		<b>Accrual Rate (40 hour week)</b>	<b>Accrual Rate (37.5 hour week)</b>
Less than 2 years service	0-24 months	10.00 hours per month	9.38 hours per month
Two (2) years service	25-36 months	12.00 hours per month	11.25 hours per month
Three (3) years service	37-60 months	13.34 hours per month	12.50 hours per month
Five (5) years service	61-120 months	14.67 hours per month	13.75 hours per month
Ten (10) years service	121-180 months	16.67 hours per month	15.63 hours per month
Fifteen (15) years service	181-240 months	18.00 hours per month	16.88 hours per month
More than twenty (20) years service	241 or more months	20.00 hours per month	18.75 hours per month

Employees whose leave is covered under FMLA or Workers Compensation will continue to accrue paid leave banks and neither their accrual dates nor accruals will be adjusted. Employees not on leave covered by FMLA or Workers Compensation will not accrue paid leave banks and their accrual dates will be adjusted if the employee is in leave without pay status and the leave without pay status exceeds fifty percent (50%) of their regularly scheduled hours for the pay period.

17.6 Computation of Payment:

A. All accumulated PTO leave is paid when an employee leaves employment of Yakima County for any reason, provided the employee has served six (6) consecutive months of employment and adequate notice has been given. Adequate notice for employees resigning from County employment is defined as written notice submitted at least fourteen (14) calendar days prior to termination of employment. In case of death, accumulated leave is paid to the estate of the employee. Payment of the accumulated PTO leave is calculated by multiplying the employee’s base hourly rate, at the time of termination, times the total number of accumulated PTO leave hours.

17.7 Use:

A. PTO leave must be taken at such time as the employee can best be spared, but employees will be allowed to take leave, if at all possible, when desired. Therefore, it will be necessary to schedule planned absences as far in advance as possible, and notify the Employer of unplanned absences as early as possible, in order to receive approval by the Department Head.

1) With the approval of the Department Head, an employee may take all or any portion of the PTO leave at any time, provided that the total continuous working days of PTO leave taken shall not exceed forty (40) days. Employees are not permitted to use PTO leave in excess of their accrued balance. Leave may not be taken before it is accrued. Any leave taken prior to accrual of such

leave shall be considered a leave of absence without pay and deducted from the employee's monthly pay check.

- 2) PTO leave may be used for any purpose; however, employees must comply with the leave request/reporting requirements for leave used in conjunction with state and federal family medical leave laws. If possible, an employee requesting PTO must make a written request in advance. The supervisor shall consider the request and shall approve or deny it. A medical release may be required before the employee is permitted to return to work if the employee has been absent more than three (3) consecutive days due to the employee's injury or illness.
- 3) PTO leave use will be approved when conditions of the Federal Family and Medical Leave Act, Washington Family Leave Act, and/or Washington Family Care Act are met.

17.8 PTO Leave Sharing Program for Catastrophic Illness: A leave contribution program is established to permit employees to transfer a specified amount of PTO leave to another employee of Yakima County.

The recipient employee must:

- A. Have an extraordinary or serious illness or injury, or
- B. Have a parent, spouse, or child, as defined in the County Family and Medical Leave policy, who has an extraordinary or serious illness or injury which requires the employee's attendance or direct care; and
- C. Have depleted or shortly will deplete all leave reserves (PTO leave, sick leave, or compensatory time); and
- D. Have diligently attempted to accrue PTO leave; and
- E. Not be eligible for industrial insurance benefits; and
- F. Notify the Employer if the employee is receiving short term or long term disability benefits and sign a waiver that allows the Employer to disclose such information to potential donor employees.

PTO leave contributions made to an employee under sub-paragraph B, above, shall not exceed the actual amount of contribution necessary to cover any unpaid leave of absence while the employee is on FMLA leave.

The donating employee may not request a transferred amount that would result in his/her leave balance falling below ten (10) days. Unused leave is returned to donating employees on a pro rata basis.

This Catastrophic Leave Sharing Program shall be administered by the Human Resources Department.

- 17.9 Paid Time Off (PTO) Leave. Subject to Workday implementation, this provision shall be inclusive of PTO, Extended Sick Leave (ESL), and Sick Leave (SL).
- 17.10 Pro-rated Accruals. Effective beginning July 1, 2020, and consistent with the semi-monthly (twice per month) pay schedule, accruals for the above-mentioned leave banks are calculated in two equal parts: One-half of the accrual in the first pay cycle, and the second one-half of the accrual in the second pay cycle. The employee's accrual rate will determine the two halves.

**Example:** Monthly PTO accrual = 10 hours  
**First pay cycle:** 5 hours (earned at end of pay cycle = 15<sup>th</sup> of the month)  
**Second pay cycle:** 5 hours (earned at end of pay cycle = last day of the month)

### **ARTICLE 18 - SICK LEAVE/EXTENDED SICK LEAVE (ESL)**

- 18.1 Eligibility: Sick leave is available for use by employees after having served one (1) consecutive month of employment. Accumulated sick leave is canceled automatically upon separation from employment, except upon retirement or death.
- 18.2 At no time may an employee have more than one hundred twenty (120) days of sick leave due. The employee may choose to use sick leave from the bank for any reason specified under Section 18.5, below, but sick leave will cease to accrue. This pertains to the old grandfathered sick leave program. This bank no longer exists for accruals.
- 18.3 Computation of Payment: Sick leave may be charged in quarter (1/4) hour increments. Sick leave absences are charged at the rate of one quarter (1/4) hour of sick leave for each quarter hour (1/4) of absence.
- A. Part day sick leave shall commence at the time the employee leaves the work area and shall end at the time the employee returns to the work area.
  - B. Upon separation from employment, any unused sick leave shall be forfeited and will not be paid as separation pay, except in the case of death or retirement under the County's PERS, PSERS, or LEOFF retirement systems. Upon retirement, twenty-five percent (25%) of the employee's accumulated sick leave shall be paid to the employee's HRA VEBA Trust Account. Upon death, twenty-five percent (25%) of the employee's accumulated sick leave shall be paid to his/her estate. Payment of accumulated sick leave is calculated by multiplying the employee's base hourly rate times twenty-five percent (25%) of the employee's accumulated sick leave hours. All payments of accumulated sick leave are based on the employee's April 1, 2017, base hourly rate.
- 18.4 Use: Sick leave may be taken for any of the following reasons:

- A. Illness or injury or temporary disability (such as during pregnancy) which incapacitates the employee to the extent that work can no longer be performed.
- B. Doctor appointments for employees or dependents under the age of eighteen (18).
- C. When the employee's attendance is required to care for the employee's spouse, registered domestic partner, child, step-child, parent, parent-in-law, or grandparent with a health condition requiring treatment or supervision, or for medical emergency purposes.
- D. An employee may use accrued sick leave if the employee's attendance is required to care for a brother, sister, grandchild, or step-grandchild, which leave shall be limited to three days in any one instance. Sick leave may not be used to care for an aunt, uncle, cousin, niece or nephew, unless living in the employee's household, in which case the three day limitation would apply.
- E. Employees may only use the actual number of days sick leave accumulated.
- F. Sick leave cannot be claimed for the employee on PTO leave or compensatory time, unless the employee immediately notifies the Employer of the illness. Upon return to work, the employee may be required by the Employer to present a written doctor's certification stating the nature, extent and length of the illness.
- G. Employees may use five (5) days of sick leave for bereavement leave for death in the immediate family. "Immediate family" includes only persons related by blood or marriage or legal adoption, specifically and limited to wife, husband, registered domestic partner, parent, parent-in-law, grandparent, brother, sister, child, stepchild, grandchild or step-grandchild of the employee, not aunt, uncle, cousin, niece, or nephew, unless living in the employee's household.

18.5 Reporting: Any employee who, for any reason, must take sick leave shall, as soon as possible, notify his/her immediate supervisor or Department Head. A doctor's certification of illness may be required of the employee at the time the employee returns to work when absent because of illness or injury.

18.6 Industrial Insurance:

- A. An employee receiving industrial insurance time loss payments due to on-the-job injury may use PTO leave during the period covered, or the employee may request sick leave to compensate for the difference between industrial insurance compensation and full pay upon submitting evidence of amount of industrial insurance payment received.
- B. If an employee is injured on the job and the employee's doctor releases the employee to work in a light duty position, and the Employer has a need for extra help in another work area or department and the employee can qualify to do the work in that area or department, then the employee may be allowed to work in that area or department for

up to ninety (90) days with the agreement of both the Department Head the employee is working for and the Department Head where the employee may be working.

18.7 The Extended Sick Leave Program shall be administered as follows:

Extended Sick Leave (ESL) is earned by regular full-time employees of Yakima County at the rate of ½ work day (4 hours – 8 hour employee; 3.75 – 7.5 hour employee) for each month of completed service. With the implementation of Workday, ESL hours earned each pay cycle will be shown as half of the normal monthly rate based on the applicable position hours. Regular part-time employees earn ESL on a pro-rated basis according to the hours budgeted for the position. ESL leave accrual does not occur in any month in which the employee is in leave without pay status for more than fifty percent (50%) of their regularly scheduled work hours.

A. An employee is eligible to use available ESL when the employee has:

- An extended illness or injury lasting more than ten (10) consecutive work days (cannot be used for intermittent absences);
- A qualified family member with an extended illness or injury lasting more than ten (10) consecutive work days (cannot be used for intermittent absences);
- Served thirty (30) consecutive days of employment; and
- Used 5 work days or 40 hours of PTO, SL, CT, or LWOP.

The changes became effective beginning in the payroll period following signature of the 2020 CBA by the last signing party.

B. Upon separation from employment with Yakima County, any unused ESL is forfeited without payment.

C. All re-employed persons whose continuous service has been interrupted by termination shall be considered new employees, and shall be subject to the applicable qualifying period of employment. Exception: Employees recalled within the layoff period after a reduction in force will have their accumulated ESL bank hours restored.

D. Accumulation of Leave. ESL is cumulative to a maximum of thirty (30) working days (240 hours), after which time no additional leave may be earned until the leave balance is reduced through use of leave hours. An employee cannot have more than 240 hours of ESL credit in the bank at any time. The maximum ESL balance shall be pro-rated for employees who regularly work less than forty (40) hours per week.

E. Computation of Payment. ESL shall be charged in quarter hour increments. ESL is charged at a rate equal to the number of work hours absent from the normally assigned shift.

F. Use. ESL may be taken under the following conditions:

- 1) With the approval of the Department Head or Elected Official, an employee may take all or any portion of the employee's available ESL. Employees are not permitted to use ESL in excess of their available balance. Leave may not be taken before it is accumulated.
- 2) ESL may only be used for the employee's own illness or injury or for the following family members: spouse, child, parent, parent-in-law, or grandparent. The employee must comply with the leave request/reporting requirements for leave used in conjunction with state and federal family medical leave laws. If possible, an employee requesting ESL must make a written request in advance. The supervisor shall consider the request and shall approve or deny it. A medical release may be required before the employee is permitted to return to work.

18.8 The Employer reserves the right to change provisions of this Article to assure compliance with the Federal Family Medical Leave Act, which became effective August 5, 1993.

18.9 Subject to Workday implementation, this provision shall be inclusive of PTO, Extended Sick Leave (ESL), and Sick Leave (SL).

18.10 Pro-rated Accruals. Implemented July 1, 2020, and consistent with the semi-monthly (twice per month) pay schedule, accruals for the above-mentioned leave banks will be calculated in two equal parts: one-half of the accrual in the first pay cycle, and the second one-half of the accrual in the second pay cycle. The employee's accrual rate will determine the two halves.

**Example:** Monthly ESL accrual = 4 hours

**First pay cycle:** 2 hours (earned at end of pay cycle = 15<sup>th</sup> of the month)

**Second pay cycle:** 2 hours (earned at end of pay cycle = last day of the month)

## ARTICLE 19 - OTHER LEAVES

19.1 Requests for leave of absence without pay may be granted by the Department Head for a period not to exceed six (6) months. The employee shall submit a request for leave without pay, in writing, to the Department Head stating the reason for the request and expected length of the absence.

An employee on authorized leave of absence without pay may elect to continue to participate in the County's medical and life insurance plan. Full cost of the coverage, to include both Employer and employee shares, shall be paid by the employee. Such payment shall be made in advance for each month or portion thereof for which the employee is absent.

Leave of absence without pay up to three (3) months will be granted to an employee on sick leave who has exhausted accumulated sick leave and PTO leave, provided that the employee submit a written doctor's certification of continued medical inability to perform job functions on a monthly basis. If the employee is unable to return to work in three (3) months, the

Department Head or Elected Official or his designee may grant up to an additional three (3) months without pay.

19.2 Leave of Absence With Pay: Leave of absence with pay may be granted for the following reasons:

A. Military Leave: In the case of Military Leave, the County abides by the provisions of the laws of the United States (USERRA) and the State of Washington (RCW 38.40.060). An employee who is a member of the National Guard or Reserves of the United States, and who is ordered to active military duty for training purposes, shall be granted military leave of absence with pay for a period not to exceed twenty-one (21) working days each year beginning October 1 through September 30 the following year. Any days taken beyond the twenty-one (21) Military Leave days must be charged as PTO leave or leave without pay. During the time he or she is on Military Leave with pay, the employee shall receive his/her regular pay, plus the amount of his/her military pay.

Regardless of status, any employee who voluntarily, or upon demand, leaves a position other than temporary to enter active duty in the armed forces of the United States, or the Washington National Guard, shall be placed on military leave without pay and shall be entitled to be restored to their former position, or one of like bargaining unit seniority, classification seniority, status, and pay, provided he or she applies for re-employment in accordance with the provision of USERRA and present proof of honorable discharge or separation.

B. Court Leave: All regular employees, submitting the proper documentation, shall be given court leave for the purpose of serving as a member of a jury or subpoenaed as a witness in federal, state, county or city court. This type of leave will not be charged against any other leave accrued, and there will be no deduction in regular compensation for absence. All fees received for jury duty will be forfeited by the employee, except those received for payment of mileage and other related travel expenses. An employee shall not receive Court Leave for civil cases where the employee is a party in a legal dispute, unless the dispute is related to actions taken by the employee while performing or purporting to perform duties in the course of employment with the County.

C. Special Meetings and Training: Whenever it is deemed in the best interest of the County, an employee may be granted time off with pay to attend professional, technical institutes, conferences, or special educational training directly appropriate to the employee's position. An employee shall be granted time off with pay to attend special meetings and training when necessary to the maintenance of skills and certification required by the Employer.

D. Educational Leave: At the discretion of the Department Head, leave with or without pay may be granted for job-related educational leave for a maximum period of ninety (90) days, unless otherwise authorized by the Board of County Commissioners. A written request for educational leave may be made by a regular employee, as far in



advance as possible, stating all pertinent details and length of time requested. A written reply to grant or deny the request will be made by the Department Head within thirty (30) days, whenever possible.

- 19.3 Pregnancy Leave: Leaves of absence resulting from childbirth or temporary disability due to pregnancy shall be authorized in accordance with the Yakima County Pregnancy Leave Policy.

## **ARTICLE 20 - DISCIPLINE/WORK RULES**

- 20.1 The Department Head or Elected Official may reprimand, suspend, discharge, or terminate an employee for the following causes, but not limited thereto:

- A. Consuming intoxicants or illegal drugs, excluding drugs taken by prescription while on duty.
- B. Reporting for duty with the presence of alcohol and/or controlled substances in the employee's bodily systems (blood, breath, and/or urine).
- C. Disobedience to a legal request by the employee's supervisor.
- D. Failure to meet or support Employer standards; inability to comply with or support goals of the Employer relating to the amount and quality of work.
- E. Deliberate destruction of Employer's or another employee's property.
- F. Neglect of duty.
- G. Unexcused discourtesy to the public.
- H. Refusal to comply with departmental rules, provided that such rules shall be posted in each department where they may be read by all employees; and further that no changes in present rules or no additional rules shall be made that are inconsistent with this Agreement.
- I. Disorderly conduct.
- J. Sleeping on duty.
- K. Giving or taking of a bribe of any nature.
- L. Failure to report for duty without a bona fide reason.
- M. Excessive absenteeism for any reason except illness while the employee is receiving sick leave or PTO leave, or is on an approved leave of absence.
- N. Borrowing or taking tools, equipment, or other property of the Employer for private

or personal use. However, if such property may properly be lent to members of the public, then it may be lent to employees who follow the normal checkout procedure.

- O. Misuse of sick leave policies.
  - P. Violation of No-Strike clause.
- 20.2 The disciplinary actions which the Department Head or Elected Official may take against an employee include:
- A. Oral reprimand
  - B. Written reprimand
  - C. Suspension from work without pay
  - D. Demotion (NOTE: Demotion means reduction in classification and pay.)
  - E. Discharge or termination

Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct, as determined by the Department Head. The above-enumerated disciplinary actions may be implemented without regard to the order indicated hereinabove. In other words, the Department Head may implement disciplinary action by way of a written reprimand coupled with a suspension, or it may be determined that the cause is of such a serious nature as to warrant a written reprimand and a suspension. Normally, disciplinary actions will be administered in progressive fashion.

- 20.3 The Department Head or Elected Official may suspend, demote, discharge, or terminate an employee for cause. The specified charges shall be made available to the employee in writing, and notice shall be given to the Union at the time action is taken unless Section 20.4 is applicable. An employee may not be suspended for more than thirty (30) working days.
- 20.4 When circumstances are such that retention of the employee will likely result in disruption of County programs, damage to, or loss of County property, or be injurious to the County employee, fellow employees or the services provided by the County, the Department Head, or Elected Official may discharge or terminate the employee immediately. In such cases, the specified charges shall be made available to the employee in writing by the County not later than three (3) working days after the action became effective.
- 20.5 The time limitations relating to notification of disciplinary action are only for employee notification purposes and shall not affect the validity of disciplinary action taken by the Department Head or Elected Official. In other words, if the County is unable to provide notification in strict adherence to the notification times expressed in subsections hereinabove, said inability shall not affect the validity or effectiveness of any type of disciplinary action against an employee.
- 20.6 The Employer may prepare, issue, and enforce additional rules and safety regulations not specifically outlined above that are necessary for safe, orderly and efficient operation.
- 20.7 When existing work rules are changed or new rules are established, they shall be posted

prominently on bulletin boards for a period of seven (7) calendar days before becoming effective, except for work rules of an emergency nature.

- 20.8 Employees shall comply with all existing rules that are not in conflict with the express terms of this Agreement, provided that the rules are uniformly enforced and provided that reasonable notice has been given of the existence of the rule. Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules, shall be resolved through the grievance procedure.
- 20.9 Employees shall be apprised of charges or complaints by a third party which Management may consider damaging to the employee's work record. If Management initiates formal disciplinary action, not including investigating action in response to third party allegations, specific information in said allegations shall be made available to the employee.
- 20.10 Suspension With Pay: At the discretion of the Department Head, an employee may be suspended with pay and benefits pending investigation of allegations of misconduct when the nature of the allegation compromises the ability of the employee to perform his/her duties. Such suspension is not a disciplinary action and may not be appealed. If the charges are substantiated, disciplinary action will be taken in accordance with the nature of the offense. If the charges are unfounded, the employee will be restored to duty and provided a letter of exoneration.
- 20.11 Verbal and written reprimands shall be removed from the employee's personnel file after two (2) calendar years, provided no similar disciplinary actions have occurred within the two calendar years.

## **ARTICLE 21 - GRIEVANCE PROCEDURE**

- 21.1 Any grievance or dispute which may arise between the parties concerning the application, meaning, or interpretation of this Agreement shall be settled in the following manner, and any grievance settled in any of the steps, including the informal process found in this Article, is final and binding. The parties may agree to extend any time limits contained in this Article. Both parties agree that they will meet at each step of the grievance procedure, if necessary, in an attempt to reach settlement. Time frames specified in this article may be waived by mutual agreement of the parties in writing.

Should the employee or Union fail to comply with the prescribed time frames, the grievance is resolved. Should the Employer fail to respond within the prescribed time frames, the grievant or Union shall have the right to proceed to the next step.

All settlements reached in accordance with this Article at any step, excluding the informal process, shall be in writing and signed by the authorized representatives of the Union and Employer.

A. The alleged grievance must contain the following:

- 1) The specific contract provision violated;

- 2) The specific action(s) that occurred;
- 3) The names of the employee(s) affected by the alleged contract violation;
- 4) When the alleged violation occurred; and
- 5) The remedy sought.

21.2 Informal Grievance: The employee, with or without the Union representative, shall take up the grievance or dispute with the employee's immediate supervisor within fifteen (15) calendar days of the occurrence giving rise to the grievance, or within fifteen (15) calendar days of the employee's first knowledge of the occurrence. The supervisor shall set a date within ten (10) calendar days for an informal meeting which includes the employee and a representative from the Union, where all pertinent facts and information will be presented and reviewed. The supervisor may attempt to address the matter and may respond to the Union representative and the employee in writing within seven (7) working days of the meeting. The supervisor shall confer with the Elected Official or Department Head before any adjustment or solution is presented to the employee and/or Union representative. The supervisor may decline to address the grievance or dispute. If the supervisor declines to address the grievance or dispute, the supervisor may notify the Union in writing. If the supervisor does not address the grievance or dispute or does not respond within the ten (10) calendar days of the meeting or does not provide written notice of declination and if the grievance remains unresolved, the Union representative may then proceed through the formal grievance process.

21.3 Formal Grievance Process:

Step 1: If the Union determines that the grievance is justified, they shall reduce the grievance to written form as specified in section 21.1.A., and submit it to the employee's Elected Official/Department Head or his or her designee within thirty (30) calendar days from the date of the occurrence giving rise to the grievance, or within thirty (30) calendar days of the date of the employee's first knowledge of the occurrence or if the supervisor timely meets and issues a response, then within thirty (30) calendar days from issuance of a response.

Step 2: The Elected Official/Department Head or his or her designee shall have thirty (30) calendar days to review and investigate the grievance and issue a written response to the Union. Prior to a decision, the Department Head or Elected Official may meet with the parties as part of the investigation. The written decision shall be issued within thirty (30) calendar days of the meeting if one is held. If no meeting is held then the written decision shall be issued within thirty (30) calendar days of the Union's notice to the Elected Official/Department Head or his/her designee. The Elected Official/ Department Head may consult with the Human Resources Department during this step.

If the grievance has not been settled and the Department Head is an Elected Official, and the subject is a matter which would not have impact on the budget, the Elected Official or the Union may submit the matter to arbitration, as outlined in Step 4, Arbitration, below. A request for arbitration shall be in writing and shall be submitted within thirty (30) calendar days of the response of the Elected Official at Step 2.

Step 3: If the grievance has not been settled at Step 2, the Union may submit the written grievance and the Elected Official/Department Head's response to the County Commissioners within thirty (30) calendar days of receipt of the response. However, a grievance arising in a department with an elected Department Head cannot be appealed to the County Commissioners unless it is a matter which would have an impact on the budget. The Board may consult with the Elected Official/Department Head and Human Resources Department at this step.

Within thirty (30) calendar days of receipt of the grievance, the County Commissioners will set a date to hear the grievance. The County Commissioners shall respond to the Union representative within thirty (30) calendar days of this meeting.

Step 4: If a party to the grievance is unsatisfied with the decision at Step 3, the dissatisfied party shall:

- A. Submit a written request for mediation to the other party within thirty (30) calendar days of receipt of the County Commissioners' decision. The Union Staff Representative, the President of the Local Union (or designee), the Human Resources Department Director, and the Elected Official or Department Head must mutually agree on mediation. If mediation is attempted but fails to resolve the grievance to the satisfaction of either party, the dissatisfied party may advance the grievance to Step 5 by submitting written notice to the other party within thirty (30) days of mediation; or
- B. Notify the other party in writing of the intent to arbitrate the grievance within thirty (30) calendar days of receipt of the County Commissioners' decision.

Step 5: Arbitration

- A. Either party to this agreement may refer unsettled grievances which concern provisions of this Agreement to an arbitrator.
- B. A request for arbitration shall be in writing and shall be submitted to the other party not more than thirty (30) calendar days after the reply of the County Commissioners, unless the time shall be extended by mutual agreement. Such request shall identify the previously filed grievance which is the basis for the request for arbitration, and shall set forth the issue which the party making the request seeks to arbitrate.
- C. After timely notice, the parties shall select an arbitrator to hear the matter. The parties shall meet and confer at the earliest possible date for the purpose of selecting a mutually acceptable arbitrator, and said selection shall take place within thirty (30) calendar days after receipt of the intent

to arbitrate.

If the parties cannot agree on an arbitrator, a request shall be sent to the American Arbitration Association (AAA), the Federal Mediation and Conciliation Service (FMCA), or the Public Employment Relations Commission (PERC) requesting a list of five (5) names from the register of whichever agency is agreed upon by the parties. The arbitrator shall be selected by the County and the Union within a reasonable time after the list is received. Both the County and the Union shall have the right to alternately strike one (1) name from the panel beginning with the party filing for arbitration. The process shall be repeated and the remaining name shall be the arbitrator for the grievance.

The County and the Union agree that the decision of the arbitrator shall be final and binding on both parties; provided, however that the arbitrator's function shall be limited to determining whether the County or the Union has violated or failed to apply properly the terms and conditions of this agreement. The arbitrator shall have no power to destroy, change, delete from, or add to the terms of this Agreement. The arbitrator shall convene within fourteen (14) days of the completion of the selection process referenced hereinabove, or as soon as the arbitrator's calendar permits. The arbitrator shall be requested to issue his/her decision within thirty (30) working days from the date of the arbitration hearing.

- D. Each party hereto shall pay the expenses of their own attorneys, representatives, witnesses, and other costs associated with the presentation of their case, and the parties shall share equally the expense of the arbitrator. Grievants or witnesses who normally would be working during an arbitration proceeding will be paid their regular rate of pay by the Employer. This will not include overtime.

## **ARTICLE 22 - NO STRIKE - NO LOCKOUT**

- 22.1 Neither the Union nor employee(s) shall support or participate in any strike, work stoppage, slow down, or any other interference with the work and/or statutory functions and/or obligations of the Employer.
- 22.2 County employees who engage in any of the above-referenced activities shall not be entitled to any pay or fringe benefits during the period he or she is engaged in such activity.
- 22.3 The County agrees that there will be no lockouts.
- 22.4 Nothing contained herein shall preclude either party from obtaining judicial restraint and damages in the event of a violation of this Article.

## **ARTICLE 23 - SAVINGS**

Should any Article, section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree immediately to negotiate for a substitute for the invalidated Article, section, or portion thereof.

Workday Program: The Union and the bargaining unit employees agree to fully cooperate with Management's implementation of all of the Workday programs and changes necessary to carry out Workday functions.

## **ARTICLE 24 - AMENDMENTS**

In the event either party desires to amend this Agreement, that party shall notify the other party, in writing, of the desire to so amend. The parties may mutually amend this agreement, as provided for in Article 5 - Union/Management Relations. The notice shall set out in detail the amendment desired by specifying the exact language of any proposed modification of, or supplement to, this Agreement, or the exact language of any provisions proposed to be deleted. The representatives of each party shall meet, within a reasonable time after such notice is given, for the purpose of negotiating with regard to such proposed amendment. Neither party is required during the term of this Agreement to agree to a change in this Agreement.

## **ARTICLE 25 - ENTIRE AGREEMENT**

This document shall constitute the complete agreement by and between the parties, and no other agreement and/or understandings, written or otherwise, prior to the signing of this Agreement shall be binding on the parties.

## **ARTICLE 26 - DURATION**

- 26.1 The terms and conditions of this Agreement shall be effective as of the 1<sup>st</sup> day of January 2021, except as otherwise provided in this Agreement, and except for contract language changes which shall take effect subsequent to the date of signing of this Agreement by the last signing party, and shall remain in full force and be effective until the 31<sup>st</sup> of December, 2022. The parties shall exchange proposals and commence bargaining early in the County's budget cycle.
- 26.2 The parties shall start negotiations in the fall of 2022, for a successor 2023 and perhaps beyond CBA. Negotiations shall be conducted on mutually agreeable dates.
- 26.3 The terms and conditions of this Agreement shall remain in effect during the negotiation process and/or mediation; provided, however, if the parties are at an impasse, then either party may terminate this Agreement by written notice to the other party. It is understood and agreed that all expenditures contemplated within this Agreement must first meet all requirements and procedures pursuant to Washington State and/or Federal Statutory Laws as well as other pertinent underlying contracts, *i.e.*, insurance contracts, etc.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**FOR THE UNION:**

\_\_\_\_\_  
Eddie Allan, Staff Representative  
Council 2, Washington State Council  
of County and City Employees

\_\_\_\_\_  
Kerrie Maybee, Local 87 President  
Negotiations Team Member

\_\_\_\_\_  
Blake Erickson, Local 87 Vice President  
Negotiations Team Member

\_\_\_\_\_  
Bellanira Kirby, Local 87P/87PS President  
Negotiations Team Member

\_\_\_\_\_  
Lamont Wright, Local 87P/87PS Vice President  
Negotiations Team Member

Adopted Copy Available at  
Yakima County Human Resources  
128 N. 2<sup>nd</sup> Street, Room B27  
Yakima, WA 98901

**FOR THE EMPLOYER:**

\_\_\_\_\_  
Ron Anderson, Chairman  
Yakima County Board of County Commissioners

\_\_\_\_\_  
Amanda McKinney, Commissioner  
Yakima County Board of County Commissioners

\_\_\_\_\_  
LaDon Linde, Commissioner  
Yakima County Board of County Commissioners

\_\_\_\_\_  
W. Dave Cook, County Assessor

\_\_\_\_\_  
Ilene Thomson, County Treasurer

\_\_\_\_\_  
Joseph Brusic, Prosecuting Attorney

\_\_\_\_\_  
Jessica Humphreys, Court Administrator

\_\_\_\_\_  
Brian Griff, Director of Public Services

\_\_\_\_\_  
Jacqui Lindsay, Human Resources Director

Represented by:

\_\_\_\_\_  
Anthony F. Menke, Management Labor Attorney  
and Chief Negotiator



**Exhibit "A"**  
**Yakima County Master Contract**  
**2021 Pay Plan Structure**

1. Effective in 2021, the restrictions on employees hired after December 31, 2013, shall cease and all employees shall be eligible for all 14 steps; Provided, however, currently the parties must bargain each individual step before the step will be implemented from year to year. Without an agreement, there are no step increases. This may also be impacted by the provisions of Article 10 regarding the Human Resources Department comprehensive study of the current job classification (DBM) and pay plan system during 2021 and 2022. The following pay plan structure shall be in effect:
2. Article 10 addresses 2021 and 2022 lump sum payment and pay provisions.
3. No employee shall receive an increment advancement during 2021 and 2022.
4. The Human Resources Department will determine all calculations.
5. Article 10 addresses the comprehensive study and analysis of the job classification and pay system to be conducted by the Human Resources Department in lieu of an in-depth comparability study. The parties understand and agree that the terms of Article 10 are controlling with regard to the study and analysis.

**Salary Surveys**

Historically, pay ranges in the Yakima County compensation structure are determined by a comparison of Yakima County benchmark positions to the comparable labor market. The comparable labor market has been changed effective beginning in 2018 to only the following counties: Benton, Grant, Kitsap, Spokane, Thurston and Whatcom. Beginning in 2018, the Yakima County Benchmark positions have been reduced from seventy-seven (77) to thirty-seven (37) positions. Determination of the market for each pay range is established by salary survey the comparable counties and use of regression analysis methodology to establish a trend line for the Yakima County Benchmark classifications in the Decision Band Method classification structure. The market survey includes benchmark classifications for each occupational group as well as classifications with an existing market premium. Detailed market surveys will be conducted at least every four years for only informational purposes. Abbreviated market surveys of limited benchmarks, as determined by the Human Resources Department, will be conducted every year for only informational purposes. Salary Survey information is intended to be used prospectively and shall not be used in establishing pay plans for the same year during which the salary survey is conducted. The Union will receive a copy of the completed survey for their review within one (1) week of completion. This Salary Survey subject matter is subject to the provisions of Section 10.4.

The above salary survey provisions are subject to changes based on the provisions of Article 10.

Job Family	Classification	DBM	Selected
Administration - Clerical	Office Technician	A12	1
Administration - Clerical	Office Support Technician	A13	1
Administration - Clerical	Office Specialist	B21	1
Administration - Clerical	Office Coordinator	B22	1
Administration - Clerical	Office Supervisor	B25	1
Administration - Financial	Financial Technician	A13	1
Administration - Financial	Financial Specialist	B21	1
Administration - Financial	Accountant	C41	1
Administration - Financial	Senior Accountant	C43	1
Administration - Programs	Program Specialist	B22	1
Administration - Programs	Program Analyst	C42	1
Administration - Programs	Senior Program Analyst	C43	1
Appraisal Services	Appraiser	B23	1
Appraisal Services	Commercial Appraiser	B24	1
Community Development	Building Inspector	B25	1
Community Development	Plans Examiner	C42	1
Community Development	Senior Project Planner	C44	1
Computer Services	Computer Support Technician	B24	1
Computer Services	Technology Administrator	C43	1
Computer Services	Senior Technology Administrator	C45	1
Engineering	Senior Engineering Technician	B25	1
Engineering	Engineer I	C41	1
Engineering	Engineer II	C42	1
Engineering	Project Engineer	C44	1
Engineering	Senior Engineer	C45	1
Engineering	Senior Natural Resource Specialist	C45	1
Legal - Administration	Paralegal	B25	1
Legal - Law Enforcement	Juvenile Correction Officer (Detention Officer)	B22	1
Legal - Law Enforcement	Law Enforcement Dispatcher	B23	1
Legal - Law Enforcement	Probation Officer	C41	1
Trades - Construction	Road Maintenance Technician	B23	1
Trades - Construction	Mechanic	B24	1
Trades - Construction	Lead Road Maintenance Technician	B25	1
Trades - Maintenance	Maintenance Technician	A13	1
Trades - Maintenance	Maintenance Specialist	B21	1
Trades - Maintenance	Facilities Maintenance Technician	B23	1
Trades - Maintenance	Facilities Maintenance Specialist	B24	1
		<b>TOTAL</b>	<b>37</b>

### **Market Premium**

If the market compensation study indicates that the trend line base salary range for a classification is ten percent (10%) or more below the market target position's median at both entry and maximum, then the Union and the Employer shall meet to negotiate the appropriate method and economic adjustment (market premium or reclassification) for the classification. The results of the negotiation shall be applied in the following fiscal year. If the Union and Employer agree that reclassification is appropriate, the reclassification shall occur in accordance with the County Classification and

Compensation Policy (HR 001). If the Union and Employer agree that a Market Premium is appropriate, the negotiated market premium amount will be applied to the entire salary range for the classification. The base salary range for the classification will remain unchanged. This Market Premium subject matter is subject to the provisions of Section 10.4.

Job classifications with market premiums added to the base salary range will continue to be included in all comprehensive surveys of Decision Band Method classifications within the occupational group until such time as the base salary range for the classification is within ten percent (10%) of the target market level for the classification. The market premium amounts for a classification may change up or down each time the market is studied depending upon the data received from the market compensation study for the classification. Should the market premium amount fall to less than ten percent (10%) below the target market position of the County, then the market premium will be eliminated and the salary for individual positions will be the individual's current increment in the base salary for the job classification. This paragraph is subject to the outcome of the provisions of Section 10.4.

The above Job Family, Classification and DBM categories as well as the Market Premium provisions are subject to the outcome of the Article 10 provisions relating to the comprehensive study and analysis of the job classification and pay system to be conducted by the Human Resources Department. The parties understand and agree that the terms of Article 10 are controlling with regard to these provisions.

**Exhibit "B"**

**2021-2022 Pay Plan**

**AFSCME 87 87P 87PS Courthouse (Master)**

**Beginning in 2021, the shaded increments will cease to be shaded in accordance with Exhibit A, Section 1; Provided, however, each step increase is currently subject to negotiations. Without the parties' agreement, there are no step increases. The 2020 Pay Plan serves as the basis for the HR Department's calculations of the 2021 lump sum and the 2022 lump sum in accordance with Article 10.**

*Page 1 of 2*

Pay Grade		Increment 1	Increment 2	Increment 3	Increment 4	Increment 5	Increment 6	Increment 7	Increment 8	Increment 9	Increment 10	Increment 11	Increment 12	Increment 13	Increment 14
A11	8 hr YR	27,210	27,914	28,644	29,385	30,152	30,931	31,734	32,563	33,416	34,281	35,171	36,086	37,025	37,990
	8 hr MO	2,267	2,326	2,387	2,449	2,513	2,578	2,645	2,714	2,785	2,857	2,931	3,007	3,085	3,166
	HR	13.08	13.42	13.77	14.13	14.50	14.87	15.26	15.66	16.07	16.48	16.91	17.35	17.80	18.26
	7.5 hr MO	2,126	2,181	2,238	2,296	2,356	2,416	2,479	2,544	2,611	2,678	2,748	2,819	2,893	2,968
	7.5 hr YR	25,509	26,170	26,853	27,549	28,267	28,998	29,751	30,527	31,327	32,138	32,973	33,830	34,711	35,615
A12	8 hr YR	29,497	30,238	30,993	31,771	32,575	33,391	34,231	35,097	35,975	36,877	37,804	38,756	39,733	40,734
	8 hr MO	2,458	2,520	2,583	2,648	2,715	2,783	2,853	2,925	2,998	3,073	3,150	3,230	3,311	3,395
	HR	14.18	14.54	14.90	15.27	15.66	16.05	16.46	16.87	17.30	17.73	18.18	18.63	19.10	19.58
	7.5 hr MO	2,304	2,362	2,421	2,482	2,545	2,609	2,674	2,742	2,811	2,881	2,953	3,028	3,104	3,182
	7.5 hr YR	27,653	28,349	29,056	29,786	30,539	31,304	32,092	32,903	33,726	34,572	35,441	36,334	37,249	38,188
A13	8 hr YR	31,796	32,575	33,366	34,182	35,010	35,863	36,741	37,631	38,546	39,486	40,450	41,439	42,452	43,491
	8 hr MO	2,650	2,715	2,781	2,849	2,918	2,989	3,062	3,136	3,212	3,290	3,371	3,453	3,538	3,624
	HR	15.29	15.66	16.04	16.43	16.83	17.24	17.66	18.09	18.53	18.98	19.45	19.92	20.41	20.91
	7.5 hr MO	2,484	2,545	2,607	2,670	2,735	2,802	2,870	2,940	3,011	3,085	3,160	3,237	3,317	3,398
	7.5 hr YR	29,809	30,539	31,281	32,046	32,822	33,622	34,445	35,279	36,137	37,018	37,922	38,849	39,799	40,773
B21	8 hr YR	34,825	35,641	36,469	37,322	38,200	39,090	40,005	40,944	41,896	42,873	43,874	44,900	45,951	47,027
	8 hr MO	2,902	2,970	3,039	3,110	3,183	3,257	3,334	3,412	3,491	3,573	3,656	3,742	3,829	3,919
	HR	16.74	17.13	17.53	17.94	18.37	18.79	19.23	19.68	20.14	20.61	21.09	21.59	22.09	22.61
	7.5 hr MO	2,721	2,784	2,849	2,916	2,984	3,054	3,125	3,199	3,273	3,349	3,428	3,508	3,590	3,674
	7.5 hr YR	32,648	33,413	34,190	34,989	35,812	36,647	37,504	38,385	39,278	40,193	41,132	42,094	43,079	44,087
B22	8 hr YR	37,841	38,694	39,572	40,462	41,377	42,316	43,268	44,245	45,246	46,272	47,311	48,374	49,462	50,575
	8 hr MO	3,153	3,225	3,298	3,372	3,448	3,526	3,606	3,687	3,771	3,856	3,943	4,031	4,122	4,215
	HR	18.19	18.60	19.03	19.45	19.89	20.34	20.80	21.27	21.75	22.25	22.75	23.26	23.78	24.31
	7.5 hr MO	2,956	3,023	3,092	3,161	3,233	3,306	3,380	3,457	3,535	3,615	3,696	3,779	3,864	3,951
	7.5 hr YR	35,476	36,276	37,099	37,933	38,791	39,672	40,564	41,480	42,418	43,380	44,354	45,351	46,371	47,414

**Exhibit "B"**  
**AFSCME Local 87 87P 87PS Courthouse (Master)**  
*Page 2 of 2*

Pay Grade		Increment 1	Increment 2	Increment 3	Increment 4	Increment 5	Increment 6	Increment 7	Increment 8	Increment 9	Increment 10	Increment 11	Increment 12	Increment 13	Increment
B23	8 hr YR	40,870	41,760	42,675	43,602	44,554	45,531	46,520	47,533	48,572	49,635	50,723	51,836	52,973	54,135
	8 hr MO	3,406	3,480	3,556	3,634	3,713	3,794	3,877	3,961	4,048	4,136	4,227	4,320	4,414	4,511
	HR	19.65	20.08	20.52	20.96	21.42	21.89	22.37	22.85	23.35	23.86	24.39	24.92	25.47	26.03
	7.5 hr MO	3,193	3,263	3,334	3,406	3,481	3,557	3,634	3,714	3,795	3,878	3,963	4,050	4,139	4,229
	7.5 hr YR	38,316	39,150	40,008	40,877	41,769	42,685	43,612	44,563	45,536	46,533	47,553	48,596	49,662	50,752
B24/B31	8 hr YR	46,211	47,064	47,929	48,807	49,709	50,624	51,551	52,503	53,467	54,444	55,445	56,459	57,498	58,548
	8 hr MO	3,851	3,922	3,994	4,067	4,142	4,219	4,296	4,375	4,456	4,537	4,620	4,705	4,791	4,879
	HR	22.22	22.63	23.04	23.46	23.90	24.34	24.78	25.24	25.71	26.18	26.66	27.14	27.64	28.15
	7.5 hr MO	3,610	3,677	3,744	3,813	3,884	3,955	4,027	4,102	4,177	4,253	4,332	4,411	4,492	4,574
	7.5 hr YR	43,322	44,122	44,933	45,756	46,602	47,460	48,329	49,222	50,126	51,041	51,980	52,930	53,904	54,889
B25/B32	8 hr YR	51,032	51,922	52,825	53,739	54,679	55,631	56,595	57,584	58,585	59,611	60,650	61,713	62,789	63,889
	8 hr MO	4,253	4,327	4,402	4,478	4,557	4,636	4,716	4,799	4,882	4,968	5,054	5,143	5,232	5,324
	HR	24.53	24.96	25.40	25.84	26.29	26.75	27.21	27.68	28.17	28.66	29.16	29.67	30.19	30.72
	7.5 hr MO	3,987	4,056	4,127	4,198	4,272	4,346	4,421	4,499	4,577	4,657	4,738	4,821	4,905	4,991
	7.5 hr YR	47,842	48,677	49,523	50,381	51,261	52,154	53,058	53,985	54,924	55,886	56,859	57,856	58,864	59,896
C41	8 hr YR	53,331	54,481	55,656	56,855	58,079	59,327	60,600	61,899	63,221	64,581	65,966	67,375	68,821	70,293
	8 hr MO	4,444	4,540	4,638	4,738	4,840	4,944	5,050	5,158	5,268	5,382	5,497	5,615	5,735	5,858
	HR	25.64	26.19	26.76	27.33	27.92	28.52	29.13	29.76	30.39	31.05	31.71	32.39	33.09	33.79
	7.5 hr MO	4,167	4,256	4,348	4,442	4,537	4,635	4,734	4,836	4,939	5,045	5,154	5,264	5,377	5,492
	7.5 hr YR	49,998	51,076	52,177	53,301	54,449	55,619	56,813	58,030	59,270	60,545	61,843	63,164	64,520	65,899
C42	8 hr YR	56,471	57,658	58,870	60,106	61,367	62,653	63,963	65,298	66,670	68,067	69,489	70,948	72,431	73,952
	MO	4,706	4,805	4,906	5,009	5,114	5,221	5,330	5,442	5,556	5,672	5,791	5,912	6,036	6,163
	8 hr HR	27.15	27.72	28.30	28.90	29.50	30.12	30.75	31.39	32.05	32.72	33.41	34.11	34.82	35.55
	7.5 hr MO	4,412	4,505	4,599	4,696	4,794	4,895	4,997	5,101	5,209	5,318	5,429	5,543	5,659	5,777
	7.5 hr YR	52,942	54,055	55,190	56,349	57,532	58,737	59,965	61,217	62,504	63,813	65,146	66,514	67,904	69,330