

**2021-2022**

**Labor Agreement**

**By and between**

**BOARD OF COUNTY COMMISSIONERS OF YAKIMA COUNTY,**

**YAKIMA COUNTY TECHNOLOGY SERVICES,**

**And**

**TEAMSTERS LOCAL UNION #760**

**Affiliated with the International Brotherhood of Teamsters**

**Representing Technology Services Employees**

**Effective**

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

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

- 1.1 This Agreement is made and entered into by and between the BOARD of COUNTY COMMISSIONERS of YAKIMA COUNTY, WASHINGTON hereinafter referred to as the "County", YAKIMA COUNTY TECHNOLOGY SERVICES DEPARTMENT, both of whom are the "Employer", and TEAMSTERS LOCAL NO. 760 hereinafter referred to as the "Union," for the purpose of fixing the wages, hours and working conditions affecting the employees.
- 1.2 This Agreement also serves the purpose of increasing the general efficiency of Yakima County Technology Services and maintaining harmonious relations between the County, its employees and the Union. To accomplish the foregoing, the parties hereto agree to the following articles within this Agreement.

## **ARTICLE 2 - RECOGNITION**

- 2.1 The Employer recognizes the Union, as certified by PERC Decision 11255-PECB, Case 19814-E-05-3102 as the sole and exclusive collective bargaining representative of all regular full time and regular part time employees of the Yakima County Technology Services, excluding supervisors, confidential employees, casual employees, and all other employees.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.1 The Union recognizes the prerogatives of the Employer to operate and manage the Technology Services Department and the services provided thereby in all respects in accordance with its responsibilities, lawful powers and legal authority. All matters not expressly covered by the language of this Agreement and/or mutually agreed upon written agreements executed subsequent to the date of signature of this labor agreement, shall be administered by the Employer in accordance with such policies and/or procedures as the Employer, from time to time, may establish and implement. The Employer's prerogatives or rights include, but are not limited to, the following:
  - a. The right to establish and implement reasonable work rules, procedures, and work performance standards including the right to complete written performance evaluations of bargaining unit employees.
  - 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 this labor agreement.
  - c. The right to hire, transfer, suspend, discharge, lay off, recall, promote, or discipline employees as deemed necessary by the Employer as provided by this Agreement and/or as provided by the General Rules and Regulations of Yakima County.
  - d. The right to determine the size and composition of the work force, modify job responsibilities, and assign employees to work locations and shifts.

- e. The right to determine what duties shall be performed by various personnel.
  - f. The parties understand that incidental duties connected with operations, not enumerated in job descriptions, shall nevertheless be performed by the employee when requested by a supervisor.
  - g. The right to take actions as may be necessary to carry out Employer's services in emergencies.
  - h. The right to take actions necessary to comply with the Americans with Disabilities Act.
- 3.2 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 departmental directors and the rights and obligations owed thereby to the electorate in conformity with statutory law.
- 3.3 Past Practices: The Employer may change a past practice after providing the Union with written notice. If the Union wishes to bargain about the change to past practice then it will so indicate in writing to the Employer within fifteen (15) working days of receipt of the Employer's notice. Bargaining shall conclude within thirty (30) working days of the Union's request to bargain. If no written request is submitted by the Union or if no settlement is reached within the thirty (30) working days time period then the Employer may proceed with the change to past practice so long as the change does not affect the terms and conditions of the Collective Bargaining Agreement. In the event of a bona fide emergency, no notice or bargaining is required before implementing the change.
- 3.4 It is the intent of the Employer to continue to utilize its employees to perform work; provided, however, the Employer has the right to contract out work. If the Employer determines it necessary to contract out work performed by bargaining unit members, the Employer will provide the Union with written notice. If the Union wishes to bargain about the effects, it shall provide the Employer with a written request to bargain within fifteen (15) working days of receipt of the Employer's notice. Bargaining about the effects shall conclude within thirty (30) working days. If no written request is submitted by the Union or if no settlement is reached within the thirty (30) working day time period then the Employer may proceed with its decision. The Union may continue to bargain the effects of the decision beyond the 30 day time period. In the event of a bona fide emergency, no notice or bargaining is required before contracting out.
- 3.5 The Employer has implemented the new 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 4 - UNION RIGHTS**

- 4.1 The Union does not waive its rights under applicable State Laws except as those rights are affected or set forth within the terms and conditions of the Collective Bargaining Agreement.

- 4.2 The Union will have the right to establish representative(s) within the Bargaining Unit; said representative(s) shall have the right to investigate membership concerns with respect to the Agreement during regularly scheduled work hours without loss of pay during such time provided that such investigation will not interfere with the necessary operation of the Department. The Union will advise the Employer of the identity of the aforementioned representative on an annual basis.
- 4.3 Union Investigation and Visitation Privileges - The Business Representative of the Union will notify the Employer or his/her designee and coordinate investigation or on-site visitations with the Employer. The representative shall limit his/her activities to matters relating to this Agreement; provided, however, he/she will not interfere with the operation of the normal routine of the Department.
- 4.4 Teamsters Local No.760 shall be entitled to the use of the employee bulletin board, at each of the Employer work locations.
- 4.5 The Employer agrees not to enter into any agreement with employees within the bargaining unit on an individual or collective basis, which conflicts with the terms and provisions of this Agreement.
- 4.6 Collective Bargaining: Recognizing the parties are mutually served by effective collective bargaining, the Employer will allow two (2) bargaining unit employees to attend scheduled collective bargaining sessions on work time. The Employer may approve additional staff to attend if necessary.

## **ARTICLE 5 - UNION SECURITY AND DUES CHECK-OFF**

- 5.1 **Signed Union Dues Deduction Authorization:** For those employees who choose to join the Union, the Employer agrees to deduct once each month the appropriate Union dues from the pay of the bargaining unit employee who provides written authorization to the Employer to do so. A signed payroll deduction authorization is necessary for this action. The signed payroll deduction authorization shall be submitted to the Employer's Human Resources Department. The deduction will begin within the payroll period the authorization is received or as soon as administratively possible.

If an Employee chooses to discontinue union membership and payment of dues, the Employee must provide written notification to the Employer and the Union. The Employer will discontinue deductions within the appropriate payroll period that aligns with the date notification is given or as soon as administratively possible. The Employer is not a party to the dues authorization for payroll deduction as that is between the Employee and the Union.

- 5.2 **Amounts Deducted:** The amounts deducted shall be certified to the Employer by the Union, and payment shall be remitted to the Union together with monthly reports. If an employee terminates employment, dues will be deducted for the month of termination and appropriately accounted for

in accordance with the dues authorization and any applicable Union bylaws as soon as administratively possible.

- 5.3 **Monthly Reports:** Employer will provide the Union with monthly electronic reports of dues activity and payments. Reports and payments received during current month represent activities from previous months.
- **EXAMPLE** – Reports and payment received in March represents activities that transpired in February.
- 5.4 **Hold Harmless:** The Union will defend and hold the County harmless against all claims, demands, lawsuits, ordered losses, judgments, other forms of liability, including amounts of dues and fees withheld and/or expenses associated with the County making a good faith effort in the implementation of this Article.
- 5.5 **New Employee Orientations:** The County will provide the Union reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation shall occur during the new employee orientation provided by the County, or at another time, if mutually agreed to by the County and Union. No employee may be mandated to attend the meetings or presentations by the Union. “Reasonable access” for the purposes of this section means: (a) The access to the new employee occurs within ninety (90) days of the employee’s start date within the bargaining unit; (b) The access is for no less than thirty (30) minutes; and (c) The access occurs during the new employee’s regular work hours at the employee’s regular worksite, or at another County location, mutually agreed to by the County and Union.

Employer shall provide the Union with annual schedule of the monthly New Employee Orientation dates. The schedule will be provided on or before January of each year. Subsequent schedule changes will be provided in writing as soon as reasonably possible.

- 5.5.1 The Human Resources Department will maintain a list of the new employees scheduled to attend each month’s orientation.
- 5.5.2 The Union is invited to contact the Human Resources Department by calling (509) 574-2210 or email: [Human.Resources@co.yakima.wa.us](mailto:Human.Resources@co.yakima.wa.us) at any time during the month to obtain information about their respective new employee’s schedule to attend orientation.
- 5.5.3 The Employer will provide Union with half an hour (1/2 hour) time frame at the beginning of the New Employee Orientation to talk with new employees within their respective bargaining unit. The half an hour (1/2 hour) timeframe generally begins between 8:00 a.m. – 8:30 a.m.

## **ARTICLE 6 - UNION—MANAGEMENT RELATIONS**

- 6.1 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.
- 6.2 Agreements reached between the parties to this Agreement shall become effective only when signed by designated representatives of the Union and the Employer.
- 6.3 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 with a copy to the Director of Human Resources.
  - 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.
  - c. Disposition of matters covered in a labor relations meeting shall not contradict, add to, or otherwise modify the terms and conditions of this Agreement.
  - d. Meetings shall be held during hours most convenient to the participants, and union members shall experience no loss of salary, provided that no more than two (2) union members shall be paid for such meetings.
  - e. The Department Head may require that the meeting be held during non-working hours.

## **ARTICLE 7 - PRODUCTIVITY**

- 7.1 It is mutually agreed that the Employer and the Union shall work together individually and collectively to meet the production requirements of the department, to provide the County and 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.

## **ARTICLE 8 - DEFINITIONS OF EMPLOYEES**

- 8.1 Regular Full-time Employee: A full-time employee is one who works a thirty-seven and one half (37.5) hour or forty (40) hour schedule per week, who has served his/her probationary period and is employed on a regular basis.
- 8.2 Probationary Employee: A probationary employee shall be defined as a new hire who has not completed a probationary period in a position covered by the bargaining agreement. A probationary employee shall work under the provisions of this Agreement but shall be only on a trial basis, during which period he/she may be discharged without cause and without any recourse.



- 8.3 Regular Part-time Employee: A regular part-time employee is one who has served his/her probationary period, who works at least twenty (20) hours per week, but less than thirty-seven and one half (37.5) hours per week. Regular part time employees who work at least fifty percent (50%) of the normal forty (40) hour work week will receive a pro-rated employer medical contribution. The percentage of hours worked and pro-rated contribution shall be established by budget.
- 8.4 Extra Help: Employees who work for a period of less 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.

## **ARTICLE 9 - PROBATIONARY PERIOD**

- 9.1 New Hires: Each newly hired employee of the Technology Services Department shall satisfactorily complete a minimum six (6) month, or twelve (12) month maximum probationary period. Probationary employees may be discharged or terminated at any time without cause and without recourse.
- 9.2 Existing Technology Services Employees: Existing Technology Services employees who change positions must satisfactorily complete a six (6) month work performance trial period. The Employer is vested with the sole authority to determine satisfactory completion of the work performance probation period.

## **ARTICLE 10 - SENIORITY, LAYOFF, AND RECALL**

- 10.1 Seniority
- a. "Bargaining Unit Seniority" or similar terms used in this Agreement means all service within the bargaining unit.
  - b. For purposes of PTO leave accrual, seniority is determined by an employee's continuous service as an employee of Yakima County.
  - c. The County will provide the Union with copies of the seniority list on July 1 of each year or at other mutually agreed-upon dates.
  - d. Employees shall lose all seniority in the event of voluntary termination, lay-off beyond the recall period, and/or discharge. Employees shall continue to accrue seniority for periods of FMLA, worker's compensation illness or injury, military leave of absence of twenty-one (21) days or less, and all time on paid leave status. Employees shall not accrue seniority for periods of unpaid leaves of absence in excess of fifty percent (50%) of their normally scheduled work hours per period, layoff, or disciplinary suspension; however, employees in such categories shall not lose seniority accrued prior to the commencement of the unpaid status.
  - e. Ties in seniority shall be broken by lot in a manner mutually agreeable to the parties.

## 10.2 Layoff:

- a. The Director of Technology Services (or designee) and/or the Board of County Commissioners shall be the sole determiners of when layoffs are necessary. The Employer may lay off employees when such action is determined to be necessary by reason of lack of work, lack of funds or reorganization of the Technology Services Department. The Director of Technology Services shall have the right to determine by job classification the number of employees to be reduced. The Union will be notified of the specific job classifications in which layoffs will take place and the number of employees in those job classifications who are designated for layoff status.
- b. If the Director of Technology Services (or designee) and/or the Board of County Commissioners determines that a layoff is necessary within certain job classifications, then and in that event, employees in the affected job classification shall be laid off in the following order:
  - 1) Temporary, seasonal or casual employees;
  - 2) Probationary employees;
  - 3) Regular part time and regular full time employees: Regular part time and regular full time employees will be laid off from the affected job classifications, giving consideration to seniority; provided, however, consideration shall also be given to employee work history and the ability of the remaining employees to perform the variety of tasks required of that classification without further training. When two or more employees have relatively equal work history, skill and ability to do the work without further training, as determined by the Technology Services Director, the employee(s) with the least seniority will be laid off first.
  - 4) Employees on leave are subject to layoff procedures.
- c. Bumping: Any employee who is laid off by a reduction in the work force shall have the right to retreat to his last previously held position that he/she is qualified to perform by "bumping" the least senior employee within that classification provided that the retreating employee is more senior than the least senior employee. A laid off employee may only retreat to, or bump into a position having a pay band equal to or lower than the employee's existing pay band. A re-treating employee shall maintain his seniority. He shall be paid within the wage range of the lower classification to which he is retreating and be placed at the increment level closest to, but not greater than the pay rate in the class from which he was demoted. An employee "bumped" by a retreating employee shall have the right to also retreat in compliance with the preceding procedure. Employees shall be provided with thirty (30) calendar days' notice of their lay off status except in the event of an emergency. A copy of the notice shall be provided to the Union.
- d. Recall: In the recall of employees the last person laid off in the job classification will be recalled first, provided that said employee is qualified to perform the work needed in a

satisfactory manner. Employees laid off will be eligible for recall for a period of one (1) year from the date of lay off. Employees shall notify the Employer, in writing, of their current address. An offer of recall shall be in writing and sent by certified mail to the last known address of the employee. A copy of the offer of recall shall be provided to the Union. The employee is deemed to have received notice within three (3) working days after the County mailed said notice. An employee so notified must indicate in writing, his/her acceptance of said recall within ten (10) calendar days of receipt of notice and shall be back on the job within five (5) calendar days of acceptance of said offer or forfeit all recall rights under this article.

- e. An employee recalled within twelve (12) months after layoff will have his previously accrued seniority prior to layoff restored; however, no time will accrue during the period in which the employee was in a layoff status.

## **ARTICLE 11 - JOB POSTING AND SELECTION**

11.1 Job Posting: The 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 electronically posted within the department and physically posted 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 Department Head shall have the right to make a selection of the applicant for the position based on skill, ability, past performance, experience and competence. If in the Director's judgment, the ability and qualifications of a bargaining unit employee and another applicant are equal, the bargaining unit employee shall be selected. If in the Director's judgment, the ability and qualifications of two (2) or more Technology Services employees are equal, the senior employee shall be selected.
- d. If a vacancy occurs in a position with the same job classification and minimum requirements of a prior job announcement, the 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.

11.2 Promotions:

- a. An employee who is promoted within the department, and fails to satisfactorily complete the six (6) month work performance trial period, may revert to a vacant position, if available, in the former classification. 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 increment for the position: or
  - 2) if the allowable hiring increment does not provide at least a five percent (5%) increase, the increment in the higher pay grade that provides at least a five percent (5%) increase above the employee's current salary.
- c. During the first thirty (30) days of the work performance trial period, employees will be permitted to return to their former position.

**ARTICLE 12 - PAID TIME OFF (PTO)**

- 12.1 PTO leave is earned by 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.
- 12.2 Accrual: Employees earn PTO leave on a prorated basis based on their date of hire based on the language outlined in 12.5 chart below.
- 12.3 Terminating employees earn PTO leave on a prorated basis based on their date of termination.
- 12.4 PTO leave may be accumulated to a maximum of the equivalent of forty (40) working days (320 hours), after which time, if not taken, shall lapse pay period by pay period. Part time employees accrue PTO leave on a pro-rated basis.
- 12.5 PTO 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

12.6 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 a leave without pay status and the leave without pay status exceeds fifty percent (50%) of their regularly scheduled hours for the pay period.

12.7 Computation of Payment:

- a. All accumulated PTO leave is paid when an employee leaves employment of Yakima County in good standing 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 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 paid by multiplying the employee's base hourly rate, at the time of termination, times the total number of accumulated PTO leave hours.

12.8 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, providing the total continuous working days of PTO leave taken shall not exceed 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.

12.9 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, registered domestic partner, or child, 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 or County sponsored disability benefits.

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 or her leave balance falling below ten (10) days. This provision shall be administered by the Human Resources Department.

### **ARTICLE 13 - SICK LEAVE/EXTENDED SICK LEAVE (ESL)**

- 13.1 Sick Leave: Effective January 1, 2013, sick leave will cease to accrue.
- 13.2 Sick Leave Bank Balance: An employee with a sick leave balance as of December 31, 2012, will retain his/her sick leave bank balance. The employee may choose to use sick leave from the bank for any reason specified under Article 13.5 below.
- 13.3 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.
- 13.4 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. Upon death, twenty-five percent 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 hourly rate.

13.5 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, grandparent, 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 hours of 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.

13.6 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 in excess of twenty-four (24) consecutive work hours.

13.7 Extended Sick Leave (ESL) – Effective beginning January 1, 2013, the ESL bank was implemented.

- a. ESL is earned by regular full-time employees of Yakima County at the rate of four (4) hours (3.75 hours for a 7.5 hour employee) for each month of completed service. With the implementation of Workday, ESL hours earned will be shown as two (2) hours each pay

period/pay cycle. Regular part-time employees earn ESL on a pro-rated basis according to the hours budgeted for the position.

- b. An employee is eligible to use available ESL when the employee has:
- an extended illness or injury lasting more than 10 consecutive work days (cannot be used for intermittent absences);
  - A qualified family member with an extended illness or injury lasting more than 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 will become effective beginning in the payroll period following signature of the CBA by the last signing party.

- c. Upon separation from employment with Yakima County, any unused ESL is forfeited without payment.
- d. 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 rehired within the layoff period after a reduction in force will have their accumulated ESL bank hours restored.
- e. 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.
- f. 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.
- g. USE. ESL may be taken under the following conditions:
- 1) With the approval of the Department Head/Elected Official, an eligible 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, registered domestic partner, 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.



- 13.8 Industrial Insurance: An employee receiving industrial insurance time loss payments due to on-the-job injury can 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.
- 13.9 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.

## **ARTICLE 14 - OTHER LEAVES**

- 14.1 Requests for leave of absence without pay may be granted by the Department Head or designee for a period not to exceed six (6) months. Extended leaves of absence beyond six (6) months may require approval from the Board of County Commissioners. The employee shall submit a request for leave without pay, in writing to the Department Head or designee stating the reason for the request and expected length of the absence.
- 14.2 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.
- 14.3 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/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 a temporary position 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 they apply 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 during regularly scheduled work hours. This type of leave will not be charged against any other leave accrued and there will be no deduction in regular compensation for the 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 as determined by the Department Head, 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.

- 14.4 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 15 - HOLIDAYS**

- 15.1 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
Third Monday in January	Martin Luther King, Jr., Day
Third Monday in February	Presidents’ Day
Last Monday in May	Memorial Day
June 19	Juneteenth (beginning 2022)
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans Day
Thanksgiving	Thanksgiving Day
The Day after Thanksgiving	Day after Thanksgiving
December 25	Christmas Day

- 15.2 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 proceeding Friday shall be observed as the holiday.

- 15.3 If an employee performs work on a holiday, he/she shall receive, at the employee’s option:

- a. holiday premium pay at time and one half for each hour worked plus the paid holiday; or
- b. an alternate day off within the same pay period. The alternate day off must be mutually agreed upon by the employee and the Supervisor. If the employee only works a partial day on the holiday, he/she must combine hours worked and other paid time off to complete the work day.

Holiday pay shall be included as “time worked” for the purpose of determining whether an employee has “worked” forty (40) hours a week.

- 15.4 Any employee on approved PTO when a holiday occurs will not be charged with PTO leave for that day. (This provision is not applicable to Article 15.3.b. above)

- 15.5 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.
- 15.6 An employee who is on leave of absence without pay (LWOP) immediately prior to, or following a holiday shall not receive holiday pay.
- 15.7 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.
- 15.8 A holiday shall not exceed an 8 hour work day. Holiday benefits are pro-rated for part-time employees.

## **ARTICLE 16 - HOURS OF WORK AND OVERTIME**

- 16.1 **Regular Hours:** Regular hours of work during a work day shall be consecutive except for interruptions for the rest and lunch periods. Reference to consecutive hours of work shall be construed to include rest and lunch periods.
- 16.2 **Definitions:**
  - a. **Work Week** – The work week shall normally consist of no more than forty (40) working hours in any given seven (7) day period.
  - b. **Work Day** – Any combination of consecutive hours of work in a twenty-four (24) hour day.
  - c. **Work Schedule** – A specified arrangement of work days at a specified work site or sites in a seven (7) day period.
- 16.3 **Alternate Work Schedule** – The Employer, upon mutual agreement with an employee, may institute an alternate work schedule.
  - a. When the Employer and employee agree to change work schedules from a normal work schedule to an alternate work schedule, then the change will commence at a mutually agreeable time.
  - b. When the Employer or employee determines it is necessary to alter or change work schedules from an alternate work schedule back to a normal work schedule, then the party requesting the change shall give five (5) working days notice to the other party.
  - c. The Employer will provide written notice to the union of any change to or from an alternate work schedule.
- 16.4 **Scheduling:**
  - a. The Employer has the right to determine an employee's workweek and to schedule the hours of work.

16.5 Lunch and Rest Periods:

- a. Employees will be allowed a meal period of at least thirty (30) minutes commencing no less than three (3) hours nor more than five (5) hours from the beginning of the employee's work day. Meal periods shall be on the Employer's time when the employee is required by the employer to remain on duty or at a prescribed work site.
- b. An Employee who works three (3) or more hours beyond his/her normal work day will be allowed a thirty (30) minute meal period prior to or during this period.
- c. Employees shall be allowed a rest period of fifteen (15) minutes per four (4) hours of work time. Rest periods will be on the Employer's time and will be scheduled as near as possible to the mid-point of each half work day period. It is the employee's responsibility to schedule the rest period.
- d. Meal periods and rest breaks shall not be used to arrive late or leave early from work without approval of the Department Head or designee.

16.6 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 Department Head 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 which includes a minimum of two (2) consecutive days off.

16.7 Work Day Cancellation: If the Employer cancels a work day or portion thereof for extreme weather conditions, the safety of the employees or other operational reasons, then the Employer makes the following provisions:

- a. If notice of cancellation is given to the employee(s) anytime during the previous day, then no compensation is due for said cancellation; or
- b. If notice of cancellation occurs during the first half of a regular work day, then said employee(s) shall be paid as if having worked one-half the regular workday; or
- c. If notice of cancellation occurs during the second half of a regular work day, then said employee(s) shall be paid as if having worked the entire regular work day.

16.8 Schedule Changes: The Employer may make scheduling changes as provided below:

- a. Any change in the regular work week will require no less 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.

- b. Short term schedule changes lasting six (6) months or less may be made with five (5) working days notice to the affected employee except if the five (5) working days notice is mutually waived by the employee and supervisor, or where the change is due to the absence of an employee due to resignation, termination, or use of leave, in which case as much notice as reasonably possible will be made to the affected employee. Short term schedule changes will be made in writing to the affected employee.
- 16.9 In the event an employee is required to report to work to a location other than his normal work site without receiving two (2) days notice, the Employer will either provide a county vehicle or will pay mileage in excess of their normal commute at the current County reimbursement rate until the two (2) day notice requirement is met.
- 16.10 Overtime – Employees shall be compensated for all authorized hours worked in excess of (40) hours in a work week at one and one-half times their regular straight time hourly rate of pay. For the purposes of overtime threshold, work performed shall also include PTO, sick leave, holiday leave and compensatory time, but not WPSL. An employee who works overtime may be compensated either by pay or compensatory time off at the employee’s option.
- 16.11 Compensatory time off is subject to prior approval of the Director of Technology Services or his designee(s) based on work requirements. 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 off may be carried from one calendar year to the next. The Employer retains the right to cash out any or all of the employee’s compensatory time balances or require the employee to use available compensatory time off based on financial and operational needs.
- 16.12 Standby Duty: The Employer may designate employees to be on standby duty during off-duty hours. Standby duty is assigned in seven (7) consecutive day periods, beginning on a Monday at 8:00 a.m. through the following Monday at 7:59 a.m. When an employee on Standby is required to perform work outside the normal work schedule, the employee shall be compensated or paid for hours actually worked in addition to the Standby pay but shall not be entitled to the call-out premium in section 16.13.
- a. An employee designated on standby duty shall be available on a twenty-four (24) hour basis. The employee must be in a position to respond by phone within fifteen (15) minutes to any summons at any time during the period the employee is on standby duty.
  - b. Employees on standby duty shall be accessible by cell phone. A County cell phone for standby duty will be provided at the employee’s request.
  - c. Standby duty shall be divided amongst those qualified as determined by the Employer. In the case where there are no volunteers, standby can be mandated.
  - d. 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 straight 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 or holiday, shall receive pay or compensatory time for two (2) hour's pay at the straight rate.

16.13 Callout: An employee who is required to perform work after having completed his/her regular shift, and having left the premises, shall be paid as follows:

- a. Employees who can perform work through remote access and don't have to commute to a work location shall be paid for a minimum of thirty (30) minutes at straight rate. If the work exceeds 30 minutes, employees will be paid in 15 minute increments at the appropriate rate.
- b. Employees who are required to return to a designated work location after having completed their regular shift shall be paid for a minimum of one (1) hour at the rate of one and one half times their regular straight time hourly rate of pay. In addition, the employee shall receive compensation at the applicable rate for actual time worked. Only time actually worked shall apply for overtime purposes.

16.14 Out of Classification Work: Effective July 1, 2020, any employee who is assigned to work at a higher job classification for fourteen (14) or more consecutive days, will be paid at a standard flat rate of seven and one-half percent (7.5%), subject to Commissioner approval.

- a. When an employee is assigned to work in a job classification that is two (2) classifications higher than their own for fourteen (14) or more consecutive days, the employee shall be paid at a standard fifteen percent (15.0%) flat rate, subject to Commissioner approval.
- b. When an employee is assigned to work in a job classification that is three (3) classifications higher than their own for fourteen (14) or more consecutive days, the employee shall be paid at a standard twenty percent (20.0%) flat rate cap, subject to Commissioner approval.
- c. No employee can be paid more than the twenty percent (20.0%) flat rate cap for any reason.
- d. The language outlined in this section 16.14 was effective July 1, 2020. Departments that wished to continue the out of class assignment submitted a new request to continue the assignment for July 1, 2020, and going forward. Employees continuing such assignments will not be subject to a new eligibility period.

16.15 Court Time: Any employee who, because of work related to his/her position duties, is required to appear and/or testify in court on his/her own time shall be paid for a minimum of two (2) hours at the applicable rate. In addition, the employee shall receive compensation at the applicable rate for actual time worked in excess of two (2) hours.

16.16 No Pyramiding: Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

16.17 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 40 hours total compensable time for the week. Travel time performed in excess of 40 hours per week will be compensated at the rate of one and one-half time the normal rate of pay.
- d. Mileage reimbursement at the time of implementation of this Agreement shall be at the current County rate. Maximum use shall be made by the County of County-owned vehicles in order to avoid use of the employee's vehicle whenever practical.

## **ARTICLE 17 - DISCIPLINE/WORK RULES**

17.1 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 under the influence of alcohol.
- c. Disobedience to a legal request by the employee's supervisor.
- d. Incompetence; 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. Misuse of Sick leave or excessive absenteeism without advance notice to or approval by the supervisor.
- n. Borrowing or taking tools, equipment, or other property of the Employer for private or personal use. However, if such property may properly be loaned to members of the public, then it may be loaned to employees who follow the normal checkout procedure.
- o. Unauthorized and deliberate altering, falsification or destruction of Employer's records or documents.
- p. Violation of No-Strike clause.
- q. Dishonesty

17.2 The disciplinary actions which the Department Head may take against an employee include.

- a. Supervisory Counseling
- b. Oral reprimand
- c. Written reprimand
- d. Suspension from work without pay
- e. Demotion (NOTE: demotion means reduction in classification and pay)
- f. Discharge or termination

The disciplinary action taken is dependent upon the seriousness of the affected employee's conduct. The Director or his designee may, but is not required to, utilize progressive discipline where the circumstances warrant imposition of a more severe form of discipline

17.3 The Department Head may suspend, demote, discharge or terminate an employee for just cause. The specified charges shall be made available to the employee and the Union in writing at least one (1) working day prior to the affected date of the action unless Article 17.4 is applicable. An employee may not be suspended for more than thirty (30) working days.

17.4 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 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.



- 17.5 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. In other words, if the County is unable to provide notification in strict adherence to the notification times expressed in subarticles hereinabove, said inability shall not affect the validity or effectiveness of any type of disciplinary action against an employee.
- 17.6 The Employer may prepare, issue and enforce additional rules and safety regulations not specifically outlined above, necessary for safe, orderly and efficient operation.
- 17.7 When existing work rules are changed or new rules are established, they shall be sent to the union and posted prominently electronically or on bulletin boards for a period of seven (7) calendar days before becoming effective, except for work rules of an emergency nature.
- 17.8 Employees shall comply with all existing rules that are not in conflict with the express terms of this Agreement, provided 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.

- 17.9 Administrative Leave: At the discretion of the Department Head, an employee may be placed on Administrative Leave 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 Administrative Leave is not a disciplinary action and may not be appealed through the grievance process. 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. While on administrative leave with pay, the employee must remain available for contact during regular work hours if needed. The employee must provide management with current contact information and inform management of any changes to contact information as soon as possible.
- 17.10 An employee may request that a written reprimand be removed from their official personnel file after three (3) years. Such request shall be in writing to the Technology Services Director. In the event that the employee has received no disciplinary action during the three-year period, then the letter of reprimand shall be removed from the file. In the event that the employee has received disciplinary action during the three-year period, then the request shall be denied. Suspensions, demotions and discharges records are considered permanent records and shall not be removed from the employee's personnel file.

## **ARTICLE 18 - DISCIPLINARY PROCEDURES**

- 18.1 Any supervisor may orally reprimand an employee. The supervisor may make a notation in the supervisor's notebook regarding the oral reprimand. Written reprimands, suspensions, demotions and discharges may be issued by any manager with authorization from the Director. Copies of

written reprimands, suspensions, demotions or discharge notices shall be sent to the Union at the time said notices are given to an employee.

- a. Any discussion regarding disciplinary action between a supervisor and employee shall be done during the employee's normal work hours unless the exigency of the circumstances dictate otherwise.

18.2 If a disciplinary action could result in suspension without pay, demotion or discharge, the employee shall be advised of the allegations and potential disciplinary action and be provided an opportunity to explain the employee's position prior to disciplinary action being taken. If the employee requests an opportunity to confer with a Union representative prior to responding, said employee will be provided a reasonable time not to exceed three (3) working days for such response. If the Director determines that circumstances exist requiring immediate action, the Director shall have the right and authority to immediately suspend the employee with pay pending the investigation and pending the provisions above. If the employee fails to respond to the charges within the time period referenced above, the Director is free to implement the disciplinary action he determines appropriate under the circumstances.

- a. In the event dismissal of an employee becomes imminent and the Director determines an alternative to said dismissal is the employee's resignation, the employee will be provided a reasonable opportunity to confer with the Union before being requested to respond to the offer of resignation.

18.3 An employee shall have the right to have a disciplinary action against him/her reviewed for just cause and severity of discipline through the grievance procedure in accordance with Article 19 (Grievance Procedure).

18.4 The provisions of Article 17 (Discipline/Work Rules) and Article 18 (Disciplinary Procedures) do not apply to probationary employees who may be discharged without cause and without any recourse.

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

19.1 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement.

19.2 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless waived or extended by mutual agreement of the parties to the grievance.

19.3 **Grievance Filed on Behalf of Employee:** If any party fails to file a grievance, other than for disciplinary actions, within thirty (30) calendar days of its occurrence, then said grievance shall be forever waived and shall be null and void. If a matter involves disciplinary action, then any party must file a grievance within ten (10) calendar days from the date of such disciplinary action, otherwise said appeal or grievance is forever waived and shall be null and void. Failure to pursue a grievance to the next step renders final and conclusive the last determination and response.

19.4 A grievance may be verbally presented by the aggrieved employee to the employee's immediate supervisor. The employee shall have the option of being accompanied by his Union representative, if he feels that it is necessary. The immediate supervisor shall respond within three (3) working days. If the matter is not satisfactorily resolved, then the grievant may initiate a formal grievance in accordance with the provisions hereinabove and the following procedure, which in any case, shall be done within ten (10) calendar days of the date of disciplinary action or within thirty (30) calendar days from the date of another type of occurrence.

19.5 Union or Employer Grievance: The Union or Employer may initiate the grievance procedure at Step 2, other than for disciplinary actions, and will take up the grievance with the other party within thirty (30) calendar days after the occurrence of the event which gave rise to the grievance, or thirty (30) calendar days from the date such grievance reasonably should have become known to the moving party.

19.6 The formal grievance procedure shall be as follows:

Step 1: If the grievance involves occurrences other than disciplinary actions, the grievance shall be presented in written form to the employee's supervisor within thirty (30) calendar days from its occurrence. The supervisor shall respond in writing within twenty (20) calendar days after receiving said grievance. In the event the matter relates to disciplinary action, then the grievance shall be presented in written form to the employee's supervisor within ten (10) calendar days from the disciplinary action.

Step 2: If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within ten (10) calendar days of the response in Step 1, above, the grievance in written form shall be presented to the Director. Thereafter, the Director shall respond in writing to the aggrieved employee within fourteen (14) calendar days after receipt of the grievance. If it is a Union grievance in accordance with Article 19.5 above, said grievance in written form, shall be presented to the Director. Thereafter, the Director shall respond in writing to the Union within fourteen (14) calendar days after receipt of the grievance. If it is an Employer grievance in accordance with Article 19.5 above, said grievance in written form, shall be presented to the General Teamsters Local No. 760. Thereafter, the Secretary-Treasurer or designee shall respond in writing to the Employer within fourteen (14) calendar days after receipt of the grievance.

Step 3: If the grievance has not been settled at Step 2, the written grievance and the Department Head's response shall be submitted to the County Commissioners within fourteen (14) calendar days of receipt of the response. Within fourteen (14) 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 fourteen (14) calendar days of this meeting.

Step 4:

- a. Final and Binding Arbitration: If the grievance has not been resolved at Step 3, either party to this Agreement may refer unsettled grievances to final and binding arbitration.

- b. Notice - Time Limitation: The referring party shall notify the other party in writing by certified mail of submission to arbitration within ten (10) calendar days after receipt of the Step 3 response. Failure to notify the other party in writing will result in the grievance being forever waived and null and void.
- c. Arbitrator - Selection: After timely notice, the parties shall select an impartial arbitrator within thirty (30) calendar days, if possible, after the request is made to arbitrate. If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, either party may demand a list of eleven (11) qualified persons who are willing to abide by time limitations. A list of impartial arbitrators may be furnished by the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) or the Public Employment Relations Commission (PERC). The party demanding a paid arbitrator shall have the right to determine the organization from which the list of eleven (11) names is to be derived. The parties shall flip a coin to determine who will strike the first name, following which each will alternately strike one of the names submitted until only one (1) name remains. This person will serve as the sole arbitrator subject to the following provisions.
- d. Decision - Time Limit: The arbitrator will conduct the arbitration hearing no later than twenty (20) days from the date of selection. The arbitrator shall render a decision within fifteen (15) calendar days from the date of the hearing or receipt of parties' briefs, if applicable.
- e. Limitations - Scope - Power of Arbitrator:
  - i. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.
  - ii. The arbitrator shall have the power to interpret and apply the terms of the Agreement and/or determine whether there has been a violation of the terms of the Agreement.
  - iii. The arbitrator shall consider and decide only the question or issue raised in the initial written grievance. In conducting an arbitration, the arbitrator shall maintain a verbatim record of the testimony either by tape recording or a court reporter. If one of the parties requests a court reporter and/or transcription of the official record, then both parties shall share equally in the cost. The arbitrator shall also have the authority to receive evidence and question witnesses.
  - iv. Decisions regarding changes in past practices (Article 6.3 -Management Rights) shall be advisory only and not binding on the parties.
- f. Arbitration Award - Damages - Expenses
  - i. The arbitrator shall not have the authority to award punitive damages.
  - ii. Each party hereto shall bear equally the expenses of the arbitrator. Each party shall pay the expenses of their own attorneys, representatives, witnesses and other costs associated with the presentation of their case.

## ARTICLE 20 - SALARIES

- 20.1 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
- 20.2 The 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.
- 20.2.1 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 Teamsters 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 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.
- 20.2.2 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
- 20.2.3 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 Teamsters 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 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.

20.2.4 Regarding all the provisions of Article 20, 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.

20.3 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 HR Department, as addressed in Exhibit A. These informational discussions are not to be interpreted nor to be construed to mean that the Employer is agreeing to negotiate about the market survey, comparables, 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.

20.3.1 Beginning 2018 with a frequency of every four (4) years, a full/in-depth survey will be conducted by the HR 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 attachment for list of jobs. The methodology used for analysis will remain the same as outlined in HR 001 Class and Compensation Policy.

20.3.2 In regards to the reference above in section 20.4.1 to the conducting of a full/in-depth survey by the Human Resources Department during 2020, in light of the provisions of section 20.4 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

20.3.3 The HR 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.

20.4 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 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 20.4. This task force will engage in informational discussions which shall not to be interpreted nor construed to mean that the Employer is agreeing 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 20.4 and Section 20.4.1 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.

20.5 Certification Pay: The Employer will address the topic of certification pay as part of the comprehensive study and analysis of the current job classification and pay plan system referenced in Section 20.4. Preliminarily, the Board expressed an interest in having a maximum of two (2) certification pays subject to the Human Resources Department study referenced above. The Union preliminarily indicated there were four (4) or five (5) functions/certifications, but the Employer would be addressing a maximum of two (2).

## **ARTICLE 21 - PAY ARRANGEMENTS**

- 21.1 Pay Period: Based on the 2020 implementation of Workday, employees will be paid on a semi-monthly (twice per month) basis. This provision is subject to revision based on Board approval. The language outlined in this Pay Period section was effective July 1, 2020.
- 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 24<sup>th</sup> of the month.
  - d. Pay for work performed during the second pay period will be issued on the 10<sup>th</sup> of the month following the pay period.
  - 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 mandatory direct deposit of all employee paychecks.
  - g. Upon request by an employee, opening a payroll debit card with the County's financial institution is available.
- 21.2 Each employee shall receive an itemized statement of earnings and deductions, specifying the employee's wage rate, hours paid, and other compensation payable to the employee as well as any and all deductions from the employee's gross wages for the pay period.
- 21.3 Upon termination, an employee shall receive compensation due in accordance with the terms and conditions of this Agreement no later than the pay period following the termination.

## **ARTICLE 22 - MEDICAL BENEFITS**

- 22.1 Effective January 1, 2021 and 2022, insurance will be provided through Premera Blue Cross as set forth below:
- Effective January 1, 2020, the Employer contribution for premium cost will be up to \$900.00 (Nine Hundred Dollars) per month.
- 22.2 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.

22.2.1 Regarding the provisions of Article 22, 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.

22.2.2 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 CDHP (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 CDHP (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 Premera Blue Cross Dental, Basic Life Insurance and Basic Long Term Disability (LTD). The employer shall contribute only the premium amount for Premera Blue Cross Dental, Basic Life Insurance and Basic LTD for employees that waive medical coverage through the Premera Blue Cross.

22.3 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.**

22.3.1 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.

- 22.4 Said insurance shall be for employee and dependent medical, dental and life insurance.
- 22.5 The Employer shall determine which insurance programs and benefits may be continued or implemented from time to time. If there are changes in the insurance programs, the Employer will notify the Union of said changes. Said notification shall not interfere or hinder the right of the Employer to change the benefit structure, benefit level, and/or premium level.
- 22.6 If the insurance company or companies providing the above-referenced benefits notifies the Employer of changes in the premium structure and/or benefit levels, then and in that event the Union and employees shall comply with said changes if requested to do so by the Employer.
- 22.7 Any disputes, disagreements and/or claims regarding insurance coverage and/or policies between an employee and an insurance carrier and/or administrator are not grievable by the Union and/or the employee.
- 22.8 The medical benefits package is subject to the provisions and actions of the Yakima County Employee Benefit Committee.
- 22.9 Regular part time employees who work at least fifty percent (50%) of the normal forty (40) hour work week will receive a pro-rated employer medical contribution. The percentage of hours worked and pro-rated contribution shall be established by budget.
- 22.10 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 and 2022 regarding Premera Blue Cross insurances. This task force communication is neither to be interpreted nor to be 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 HR 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.
  - 22.10.1 The HR Department will determine the frequency of meetings with respective committed and task force members. Notice of meetings will be provided in advance of meetings.

**ARTICLE 23 – RETIREMENT -INDUSTRIAL ACCIDENT INSURANCE-WESTERN CONFERENCE OF TEAMSTERS TRUST CONTRIBUTIONS**

- 23.1 The Employer shall pay into the appropriate employees’ retirement program (Social Security and FICA) and Industrial Insurance (Workers Compensation) at the prescribed rate, and as required by law.
- 23.2 Western Conference of Teamsters Pension Trust: Effective May 1, 2018, the Employer shall pay each month into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit, for each compensable hour that is paid to them.

<b>Pay Band</b>	<b>Contribution Rate</b>
A13	\$0.15
B24/B31	\$1.30
B25/B32	\$1.30
C43	\$1.30
C45/C52	\$1.30

- 23.2.1 If during the life of this Agreement the Trust completes the process to allow pension payment to be deposited via electronic transmittal, Yakima County will have the opportunity to participate in the program.
- 23.2.2 The parties recognize that pension contributions made by the Employer on behalf of the employees in this bargaining unit to the Western Conference of Teamsters Pension Trust, are considered an employee tax deferred contribution to a qualified retirement plan. Therefore, such contributions are not considered reportable wages or earnings for tax purposes.

**ARTICLE 24 – PERSONAL PROTECTIVE EQUIPMENT**

- 24.1 The Employer recognizes that worker health and safety within the Yakima County Technology Services is of the utmost importance. Personnel within certain classifications must be equipped appropriately when working in a municipal Technology Services environment and must present a neat and clean appearance to the general public.
- 24.2 Employees are responsible for keeping their personal protective equipment in clean, good working condition and to report damage immediately to the Employer.
- 24.3 The Employer will provide personal protective equipment to employees where such is required by the employer or Department of Labor and Industries to maintain employee safety at no cost to the employee. Periodic replacement of the equipment will be determined by the Employer.
- 24.4 Personal protective equipment supplied by the Employer shall remain the property of the Employer and shall be utilized for Yakima County Technology Services work purposes only.

## **ARTICLE 25 - GENERAL PROVISIONS**

- 25.1 No employee shall be unlawfully discriminated against for upholding Union principles and activities provided such activities do not interfere with the employee's duties.
- 25.2 Safety - Safe and healthful working conditions are recognized as mutually beneficial to the employees and Employer. Employees may report what they believe to be an unsafe and unhealthy working condition to Management. Management shall investigate the report.
- 25.3 Gender - Where masculine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification, or the benefits provided in this Agreement.
- 25.4 The Union recognizes the right of the Employer to establish reasonable employer rules as he/she may deem necessary, provided that such rules are lawful. Employees shall be made aware of such rules established by the Employer.
- 25.5 When any classification not listed on the County's Class Code Structure is established, the Employer shall designate a job classification and pay rate for the classification based upon the County Classification System (Decision Band Methodology). Notice of establishment of the new classification shall be provided to the Union. In the event the Union does not agree with the classification pay band, the Union shall notify the Employer in writing within fourteen (14) calendar days of receipt of the notice. The Union may present an appeal to the Personnel Committee. The Personnel Committee shall review the appeal and make a written recommendation regarding the appeal to the Board of County Commissioners with a copy to the Union. The decision of the Board of County Commissioners shall be final and binding.
- 25.6 D.R.I.V.E. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement, voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a monthly basis for all months worked. The phrase "months worked" excludes any month other than a month in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the monthly payroll deduction plan.

## **ARTICLE 26 - PERSONNEL FILES**

- 26.1 Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including personal photographs, shall be confidential and shall restrict the use of information in the files to internal use by the Yakima County Human Resources Department and the Department of Technology Services. It is further agreed that the information in employee personnel files shall not be released to outside groups without the approval of the employer except under proper Court order or as otherwise required by law.

- 26.2 An employee shall be notified and receive a copy of material placed in his personnel file relating to job performance or personal character. Employees have the right to attach rebuttals to any and all evaluative and disciplinary material in their personnel file.
- 26.3 After three (3) years an employee may request to have letters of reprimand expunged from the employee's file, provided that no other disciplinary action of a similar nature has taken place or is in process. Such requests shall be in writing to the Director of Technology Services. If the request is denied, a written explanation will be provided to the employee. An employee may rebut any written warning or written reprimand and such rebuttal shall be attached to the original warning or reprimand unaltered. Suspensions, demotions, and discharges are excluded from the opportunity to expunge.
- 26.4 Upon appropriate request, an employee may inspect his personnel file subject to the following provisions:
- a. Inspection shall occur during the employee's non-working hours, including lunch and break periods, or at a time and in a manner mutually acceptable to the employee and the Human Resources Director.
  - b. Upon request, an employee who has a written grievance on file who is inspecting his personnel file with respect to such grievance, may have a representative present during such inspection.
  - c. Copies of materials in the employee's personnel file shall be provided to the employee upon written request. The employee may be charged for copies in accordance with County policy.

## **ARTICLE 27 - NO DISCRIMINATION**

- 27.1 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, sex, race, national origin, religion, age, disability, marital status, creed, political belief, sexual orientation, veteran's status, or any other protected status under federal or state statute 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 28 - SAVINGS CLAUSE**

- 28.1 If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

## **ARTICLE 29 - NO STRIKE - NO LOCKOUT**

- 29.1 Strikes, slowdowns, work stoppages, or any other interference with the work by the employees are prohibited.
- 29.2 The Employer may discharge and/or discipline any employee who violates Article 29.1 above. No employee shall be entitled to any pay and/or benefits for the period in which he/she engaged in any strikes, slowdowns, work stoppages or other interference with work.
- 29.3 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.
- 29.4 No lockout of employees shall be instituted by the Employer.

### **ARTICLE 30 - AMENDMENTS**

- 30.1 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 6 - Union/Management relations. Neither party is required during the term of this Agreement to agree to a change in this Agreement.

### **ARTICLE 31 - ENTIRE AGREEMENT**

- 31.1 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 32 - TERM OF AGREEMENT**

- 32.1 This Agreement shall become effective January 1, 2021, and shall remain in full force and effect through the thirty-first (31st) day of December, 2022. Written notice of intent to modify this Agreement as related to extension of the Agreement or changes to the Agreement must be served by the requesting party upon the other party at least ninety (90) calendar days prior to the date of expiration.
- 32.2 If the parties have not reached agreement, then either party may request a mediator from the Public Employment Relations Commission (PERC). The determination of the mediator shall be advisory only and not binding on either party.
- 32.3 In the event that negotiations for a new agreement extend beyond the 31st day of December, 2020, the terms of this Agreement related to wages, benefits and working conditions shall remain in full force and effect during the negotiation and mediation process.
- 32.4 The parties shall start negotiations the fall of 2022, for the successor 2023 and perhaps beyond. CBA negotiations shall be conducted on mutually agreeable dates.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties have executed this Agreement as evidenced herein below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**FOR THE UNION:**  
TEAMSTERS, LOCAL NO. 760

**FOR THE EMPLOYER:**  
BOARD OF YAKIMA COUNTY COMMISSIONERS

\_\_\_\_\_  
Leonard J. Crouch, Secretary Treasurer

\_\_\_\_\_  
Ron Anderson, Chairman

\_\_\_\_\_  
Amanda McKinney, Commissioner

\_\_\_\_\_  
LaDon Linde, Commissioner

\_\_\_\_\_  
Steve Brazeau  
Director of Infrastructure Services

\_\_\_\_\_  
Kevin Wickenhagen  
Director of Infrastructure Services

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

Represented by:

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

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

:



**EXHIBIT “A”**  
**YAKIMA COUNTY TEAMSTERS LOCAL 760**  
**TECHNOLOGY SERVICES**  
**2021 PAY PLAN STRUCTURE**

1. Effective in 2021, the restrictions on employees hired after December 31, 2012, 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 20 regarding the Human Resources Department comprehensive study of the current job classification (DBM) and pay plan system during 2021 and 2022. The pay plan structure shall be as follows:
2. Article 20 addresses 2021 and 2022 lump sum payment and pay provisions.
3. No employee shall receive an increment advancement during 2021 and 2022.
4. All calculations shall be determined by the Human Resources Department.
5. Article 20 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 20 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 two years for only informational purposes. Abbreviated market surveys of limited benchmarks, as determined by the HR 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 20.6.

The above salary survey provisions are subject to changes based on the provisions of Article 20.

Job Family	Classification	DBM	Selected
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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 Premiums**

If the market compensation study determines 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 the 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 20.6.

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 range for the job classification. This paragraph is subject to the outcome of the provisions of Section 20.6.

The above Job Family, Classification and DBM categories as well as the Market Premium provisions are subject to the outcome of the Article 20 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 20 are controlling with regard to these provisions.

**EXHIBIT "B"**

**2021-2022 Pay Plan**

**Teamsters - Technology Services**

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 20.

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
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
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
C43	8 hr YR	59,574	60,798	62,047	63,320	64,618	65,953	67,313	68,698	70,107	71,554	73,025	74,533	76,078	77,648
	8 hr MO	4,965	5,067	5,171	5,277	5,385	5,496	5,609	5,725	5,842	5,963	6,085	6,211	6,340	6,471
	HR	28.64	29.23	29.83	30.44	31.07	31.71	32.36	33.03	33.71	34.40	35.11	35.83	36.58	37.33
	7.5 hr MO	4,654	4,750	4,847	4,947	5,048	5,153	5,259	5,367	5,477	5,590	5,705	5,823	5,944	6,066
	7.5 hr YR	55,851	56,998	58,169	59,363	60,580	61,831	63,106	64,404	65,725	67,081	68,461	69,875	71,323	72,795
C45/C52	8 hr YR	70,552	72,073	73,630	75,225	76,857	78,526	80,220	81,950	83,718	85,535	87,390	89,281	91,210	93,188
	MO	5,879	6,006	6,136	6,269	6,405	6,544	6,685	6,829	6,977	7,128	7,282	7,440	7,601	7,766
	8 hr HR	33.92	34.65	35.40	36.17	36.95	37.75	38.57	39.40	40.25	41.12	42.01	42.92	43.85	44.80

Title/Class	PayBand	# Empl
Office Support Technician	A13	1
Computer Support Technician	B24	6
Systems Support Specialist	B25/B32	4
Technology Administrator	C43	13
Sr Technology Administrator	C45/C52	4