

2021-2022

LABOR AGREEMENT

By and Between

**BOARD OF COUNTY COMMISSIONERS OF YAKIMA COUNTY,
THE YAKIMA COUNTY SHERIFF**

and

TEAMSTERS LOCAL UNION NO. 760
Affiliated with the International Brotherhood of Teamsters

**Representing Office Clerical, Dispatch,
and Program Specialist (Animal Control)**

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

TABLE OF CONTENTS

ARTICLE NO. - TITLE OF ARTICLE	PAGE NO.
ARTICLE 1 - PURPOSE OF AGREEMENT	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF	1
ARTICLE 4 - MANAGEMENT RIGHTS	2
ARTICLE 5 - UNION RIGHTS	4
ARTICLE 6 - DEFINITIONS OF EMPLOYEES	4
ARTICLE 7 - SENIORITY, LAYOFF, AND RECALL	4
ARTICLE 8 - PROMOTION - DEMOTION - POSTING - TRIAL PERIOD - TRANSFER	6
ARTICLE 9 - SICK LEAVE/EXTENDED SICK LEAVE (ESL)/LEAVES OF ABSENCE	6
ARTICLE 10 - PREGNANCYLEAVE	9
ARTICLE 11 - MILITARY LEAVE	9
ARTICLE 12 - LEAVES OF ABSENCE	10
ARTICLE 13 - COMPENSATION FOR WITNESS OR JURY DUTY	10
ARTICLE 14 -PAID TIME OFF (PTO) LEAVE	10
ARTICLE 15 - HOLIDAYS	13
ARTICLE 16 - HOURS OF WORK AND OVERTIME	14
ARTICLE 17 - DISCIPLINE	17
ARTICLE 18 - DISCIPLINARY PROCEDURES	18
ARTICLE 19 - GRIEVANCE PROCEDURE	20
ARTICLE 20 - RETIREMENT CONTRIBUTION-INDUSTRIAL ACCIDENT INSURANCE	22
ARTICLE 21 - LIABILITY INSURANCE	23
ARTICLE 22 - MEDICAL BENEFITS	23
ARTICLE 23 - PAY ARRANGEMENTS	25
ARTICLE 24 - EDUCATIONAL INCENTIVE	25
ARTICLE 25 - GENERAL PROVISIONS	27
ARTICLE 26 - EQUAL EMPLOYMENT OPPORTUNITY	30
ARTICLE 27 - PERSONNEL FILES	30
ARTICLE 28 - SAVINGS CLAUSE	30
ARTICLE 29 - NO STRIKE - NO LOCKOUT	31
ARTICLE 30 - UNIFORM AND EQUIPMENT SUPPLY AND UNIFORM CLEANING	31
ARTICLE 31 - SALARIES	32
ARTICLE 32 - TERM OF AGREEMENT	35
EXHIBIT "A"	A-1
EXHIBIT "B"	B-1

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", the YAKIMA COUNTY SHERIFF, hereinafter referred to as the "Sheriff", both of whom are the "Employer", and TEAMSTERS LOCAL UNION 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 the Sheriff's Office 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 the sole and exclusive collective bargaining representative of all regular full time and regular part time employees of the Yakima County Sheriff's Office, excluding the Sheriff; the Sheriff's Confidential Secretary; Unclassified Civil Service Appointees; all fully commissioned Uniformed Deputy Sheriffs, Sergeants and Lieutenants as defined in R.C.W. 41.26.030. Effective January 1, 2019, all employees of the bargaining unit shall be covered by the terms of the Agreement.

ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF

- 3.1 **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.

- 3.2 **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.

- 3.3 **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.
- 3.4 **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.
- 3.5 **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.

- 3.5.1 The Human Resources Department will maintain a list of the new employees scheduled to attend each month’s orientation.
- 3.5.2 The Union is invited to contact the Human Resources Department by calling (509) 574-2210 or email: Human.Resources@co.yakima.wa.us at any time during the month to obtain information about their respective new employee’s schedule to attend orientation.
- 3.5.3 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 4 - MANAGEMENT RIGHTS

- 4.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. Affairs of the Employer concerning such prerogatives include, but are not limited to, the

following matters:

- A. The right to establish lawful work rules and procedures.
 - B. The right to schedule work and overtime work, and the methods and processes by which said work is to be performed, consistent with the Employer's obligations to the public.
 - 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 the Yakima County Civil Service Commission.
 - D. The right to determine the size and composition of the work force and to assign employees to work locations and shifts.
 - E. The right to determine what law enforcement duties shall be performed by various Sheriff Personnel.
 - F. The parties understand that incidental duties connected with operations, not enumerated in job descriptions, and shall nevertheless be performed by the employee when requested by a superior officer.
 - 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.
- 4.2 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the elected officials, in this case the Board of Yakima County Commissioners and the Sheriff of Yakima County, and the rights and obligations owed thereby to the electorate.
- 4.3 Past Practices: If the Employer desires to change a past practice, it shall provide the Union with written notice and opportunity to discuss the proposed change. The notice and opportunity to discuss shall not impede or affect the Employer's right to change past practice. The Union may grieve the reasonableness of the change to past practice, but the final step of the grievance procedure (binding arbitration) shall be advisory only and not binding on the parties.
- 4.4 The Employer has implemented the Workday programs and continues to implement additional phases of Workday. During said implementations, the Employer may need to modify provisions of this CBA to conform to Workday procedures and processes. The Union Representative(s) and the bargaining unit employees agree to fully cooperate with the Employer's implementation of this programs and phases.

ARTICLE 5 - UNION RIGHTS

- 5.1 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.
- 5.2 The Union will have the right to establish representative(s) within the Bargaining Unit. The Union will advise the Employer of the identity of the aforementioned representative(s) on an annual basis. Said representative(s) shall have the right to a reasonable amount of time 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 Office. If the representative(s) works a different schedule of work hours than the member involved, the representative(s) shall have the right to flex up to two (2) hours of work time during a work week for said investigation.
- 5.3 The membership of the Union shall not waive nor shall they feel compelled to waive any and all of their rights under this Agreement, State Law or Federal Law.

ARTICLE 6 - DEFINITIONS OF EMPLOYEES

- 6.1 Regular Full-time Employee: A regular employee is a full-time non-uniformed employee as correlates to RCW 41.56.030(6) who has been approved by the Civil Service Commission, has served his/her probationary period and is employed on a regular basis. Such employee shall be paid the wage rate and provided the benefits as set forth in the terms and conditions of this collective bargaining agreement.
- 6.2 Probationary Employee: A probationary employee shall be defined as a new hire who has not completed twelve (12) calendar months of service with the Employer since the first day of employment. 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 any recourse.
- 6.3 Regular Part-time Employee: A regular part-time employee is one who has been approved as such by the Civil Service Commission, has served his/her probationary period, who may work less than forty (40) hours per week, and will be paid not less than the wage rate as set forth in this contract for the type of work performed. A regular part-time employee is entitled to receive pro-rated benefits and other conditions as set forth in this Agreement.

ARTICLE 7 - SENIORITY, LAYOFF, AND RECALL

- 7.1 Seniority
- A. "Classification seniority" or similar terms used in this Agreement means all service within the affected classification. In the case of promotion, seniority in classifications with similar duties together with all service in higher classifications since the promotion, such as Office Specialist to Office Supervisor and returning to Office

Specialist shall be considered for purposes of *classification* seniority. In the case of voluntary acceptance of a position in another classification, classification seniority accrual shall begin with the first day of work in the new classification.

- B. “Bargaining Unit Seniority” according to this Agreement shall consist of the continuous service of an employee since the last date of hire with the County in a position covered by this Agreement.
 - C. For purposes of PTO leave accrual, seniority is determined by an employee's continuous service as an employee of Yakima County.
- 7.2 The County will provide the Union with copies of the bargaining unit seniority list on July 1 of each year or at other mutually agreed-upon dates.
- 7.3 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 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, layoff, or disciplinary suspension that exceed half of the employee's scheduled work hours during a pay period; however, employees in such categories shall not lose seniority accrued prior to the commencement of the unpaid status.
- 7.4 Ties in bargaining unit seniority shall be broken by scores on the entrance examination. If a tie remains, the tie shall be broken by lot in a manner mutually agreeable to the parties.
- 7.5 When reducing the work force, the Sheriff will lay off within the affected classification the employees in the reverse order of their bargaining unit seniority, provided that the remaining employees can perform the work needed in a satisfactory manner.
- 7.6 The Employer shall provide each laid off employee with thirty (30) calendar days' notice of any anticipated layoff or recall except in the event of an emergency, and at the same time send a copy of the notice to the Union.
- 7.7 Employees laid off will be eligible for reinstatement for a period of one (1) year. In the event of a vacancy in the affected classification, an employee who has been laid off will have the first opportunity to fill said vacancy or vacancies in the order of his/her bargaining unit seniority in that position, provided the employee can perform the work needed in a satisfactory manner and provided the layoff period does not exceed one (1) year and that the employee keeps the Employer advised of his/her current address. An offer of re-employment shall be in writing and sent by registered or certified mail, return receipt requested, to the employee. The employee shall be presumed to have received notice within three (3) days after the Employer mailed said notice. An employee so notified must indicate his/her acceptance of said re-employment within ten (10) days of receipt of notice and shall be back on the job within twenty (20) days of acceptance of said offer or forfeit all call-back rights under this Article. In addition, any employee who has been laid off shall be given first opportunity to qualify through whatever testing required for any vacant

position within the bargaining unit, regardless of the existence of a current hire list. If a layoff occurs in a supervisory position, the employee subject to the layoff shall be allowed to move into any available vacant position within the supervised classification.

7.8 Employees on leave are subject to layoff procedures.

ARTICLE 8 - PROMOTION - DEMOTION - POSTING - TRIAL PERIOD - TRANSFER

8.1 The Employer will comply with the provisions of the Civil Service Rules and Regulations for Yakima County.

8.2 Notices of opening(s) in positions covered by this Agreement shall be posted at appropriate Employer locations and a copy sent to the Union. The notices will contain a description of the job, the qualifications, wage rates, and hours of work.

8.3 Application forms for the open position(s) will be available to bargaining unit employees at the Employer's personnel office and the opening(s) will remain posted for a period of not less than ten (10) calendar days. Employees wishing to make application for the initial testing must do so within such period.

8.4 Whenever practicable, transfers shall be preceded by a fourteen (14) calendar day notice to the affected employee.

8.5 Existing Employees: Existing Sheriff's Office employees who change positions must satisfactorily complete the one (1)-year civil service trial period. The Employer is vested with the sole authority to determine satisfactory completion of the civil service trial period.

ARTICLE 9 - SICK LEAVE/EXTENDED SICK LEAVE (ESL)/LEAVES OF ABSENCE

9.1 Sick Leave: Effective January 1, 2013, sick leave ceased to accrue.

9.2 Eligibility: Sick leave is only available to employees who have an accrued sick leave balance from prior to January 1, 2013.

9.3 Computation of Payment: Sick leave may be charged in quarter (1/4) hour increments. Sick leave absences are charged, at the rate of one quarter (1/4) hour of sick leave for each quarter (1/4) hour 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 or LEOFF retirement systems. Upon such death or retirement, twenty-five percent (25%) of all of the employee's accumulated sick leave shall be

paid to the employee's HRA VEBA or his/her estate. Payment of accumulated sick leave is determined by multiplying the employee's base hourly rate times twenty-five percent (25%) of the employee's accumulated sick leave hours. All payments of accumulated sick leave are based on the employee's April 1, 2017 base hourly rate.

9.4 Use: Employees may only use the actual number of hours of sick leave accumulated. 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 employee 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 emergency purposes. An employee may use accrued sick leave if the employee's attendance is required to care for a brother, sister, grandchild, or step-grandchild, which leave shall be limited to three days in any one instance. Sick leave may not be used to care for an aunt, uncle, cousin, niece or nephew, unless living in the employee's household, in which case the three day limitation would apply.

Each instance means "condition or period of illness". Thus, for one individual, there possibly could be allowed three days, or there can be recurring periods of illness such as in chronic cases.

- D. Whenever an employee is on approved PTO leave and becomes sick or disabled so as to prevent his/her employment if not on PTO leave, he/she may charge such absence to accumulated sick leave upon a doctor's written certification stating the nature, extent and length of illness or injury.
- E. Any employee may use accrued sick leave to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision.
- F. Any employee may use up to three (3) days of sick leave when the employee's grandchild or step-grandchild undergoes a surgical procedure that requires scheduled hospitalization, or surgical out-patient treatment.
- G. Employees may use five (5) days of sick leave for bereavement leave for a 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, step-child, grandchild or step-grandchild of the employee, not aunt, uncle, cousin, niece or nephew unless living in the employee's household.

H. The Union and Employer agree to comply with the provisions of the Federal Family Medical Leave Act.

9.5 Reporting: Any employee, who for any reason, must take leave due to illness or injury shall, as soon as possible, but not later than ninety (90) minutes before he/she is due to report for duty, if physically possible, notify his/her immediate supervisor by telephone of the employee's incapability to report to work. 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 three (3) consecutive work days. In the event the Employer has reason to believe there is a misuse of sick leave through a pattern of use or some other means, the Employer may require an employee who has utilized less than three (3) consecutive work days of sick leave to present a physician's certification of the employee's illness. An employee found to have abused the provisions of sick leave by falsification or willful misrepresentation may be subject to disciplinary action.

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

9.6.1 ESL is earned by regular full-time employees of Yakima County at the rate of four (4) hours for each month of completed service. With the implementation of Workday, ESL hours earned will show 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.

9.6.2 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.

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

9.6.4 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.

9.6.5 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.

9.6.6 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.

9.6.7 USE. ESL may be taken under the following conditions:

9.6.7.1 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.

9.6.7.2 ESL may only be used for the employee's own illness or injury or for the following family members: spouse, state 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.

9.7 Workmen's Compensation: Yakima County is a Self-Insured Employer for Workers Compensation. An employee who is injured on the job and eligible for time loss payments due to the injury, may use PTO leave during the period covered, or the employee may request sick leave to compensate for the difference between time loss compensation and full pay for the period of time loss.

ARTICLE 10 – PREGNANCY LEAVE

10.1 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 11 - MILITARY LEAVE

11.1 In the case of military leave, the County abides by the provision of the laws of the United States (USERRA) and the State of Washington (RCW 38.40.060); employees who are members of the National Guard or Federal Military Reserve Units are entitled to be absent from their duties for up to twenty-one (21) calendar days with pay during each year beginning October 1 through September 30, while engaged in the performance of ordered

military duty. Such military leave shall be in addition to any PTO or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges or pay. Employees participating in training shall provide the Employer with their annual training schedule in the month of January or as soon as the information is available.

ARTICLE 12 - LEAVES OF ABSENCE

- 12.1 A leave of absence is an approved absence, excluding medical leave of absence, from employment without pay and without loss of bargaining unit seniority. The Employer may grant a leave of absence for a period of up to six (6) consecutive calendar months. This period may be extended by the Civil Service Commission with recommendation of the Sheriff. Approval for such leave shall be in writing with a copy to the Union. One (1) employee who is a designated delegate for the Union shall be granted unpaid time off up to seven (7) calendar days once every five (5) years to attend the International Conference. The employee may elect, but shall not be required to use PTO time for this purpose. The Union shall notify the Employer of the conference dates prior to the bargaining unit shift bidding process and the Employer shall have the right to black out that period for vacation bidding by others.

ARTICLE 13 - COMPENSATION FOR WITNESS OR JURY DUTY

- 13.1 When a regular employee covered by this Agreement is summoned for Jury Duty or subpoenaed as a witness by the Employer, he/she shall advise his/her supervisor upon receipt of such call, and if taken from his/her work for such service, shall receive normal pay while actually performing such service. The employee will sign over to the Employer his/her jury duty pay excluding those monies for travel and meal allowances.
- 13.2 Employees required to report for jury duty shall have a starting time of 9:00 a.m. unless otherwise notified by the Court Administrator. An employee subpoenaed as a witness for the Employer or summoned for jury duty and subsequently excused for the balance of that day, shall report as soon as possible to his/her supervisor for the purpose of working the balance of that shift.

ARTICLE 14 -PAID TIME OFF (PTO) LEAVE

- 14.1 PTO Leave - PTO leave is earned by regular full-time employees of Yakima County as described below for each month of completed service. With the implementation of Workday, PTO Leave is administered by the pay period/pay cycle. Regular part-time employees earn PTO leave on a pro-rated basis according to the hours budgeted for the position. PTO leave is not available to the employee until after having served thirty (30) consecutive days of employment.
- 14.2 Accrual: Employees earn a PTO leave on a prorated basis on their date of hire following the chart in 14.3 Terminating employees earn PTO leave on a prorated basis based on their date of termination.

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.

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 a 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.

- 14.3 All regular full-time employees shall accrue PTO leave based upon the following schedule. Regular part-time employees shall accrue PTO leave on a pro-rated basis according to the employee’s assigned hours/budgeted FTE:

Continuous Service		Accrual Rate (40 hour week)	Accrual Rate (37.5 hour week)
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

- 14.4 Computation of Payment/Use: PTO leave may be charged in quarter hour increments.

14.4.1 All accumulated PTO leave is paid when an employee leaves employment of Yakima County for any reason, provided adequate notice has been given. In case of death, all accumulated PTO leave is paid to the estate of the employee. All payments as terminal leave for the unused PTO leave are based on the employee's salary at the time of separation or death. Adequate notice, for employees resigning from County employment, is defined as written notice submitted at least fourteen (14) calendar days prior to termination of employment.

- 14.5 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 PTO as early as possible and have dates approved by the Sheriff or his/her designee.

14.5.1 For Dispatch Employees:

- A. The Employer will post a vacation schedule by November 1st of each year in the department and the schedule will remain posted for 14 days. The vacation schedule will be posted for each shift or squad as those shift members will bid

independently of the other shifts. Employees will, during the period of posting, request their desired vacation time.

- B. If there are conflicts in requests, the affected employees, on a classification seniority basis, will be asked to select an alternate choice within 3 days to be able to bump another employee's vacation bid, otherwise, seven (7) days shall be allowed to select an alternate vacation schedule. Classification seniority may be used in vacation scheduling during each round one time per year. All other requests for PTO leave or compensatory time use will be on a first come first served basis within the employee's shift, squad or unit.
- C. In order to allow as many employees as possible to utilize accrued PTO hours, PTO leave requests during the first round of bidding will be limited to periods of up to eighty (80) hours. During second and subsequent rounds of bidding, the employee will be limited to period of forty (40) hours.
- D. Employees can only bid for vacation periods for which they have sufficient PTO accruals at the time of the requested vacation.
- E. Employees who are transferred involuntarily, who have already had their vacation period approved will be allowed to retain that scheduled vacation regardless of their classification seniority within the new shift, squad or unit to which they are transferred. Employees who transfer voluntarily may risk losing their vacation time if the time conflicts with other members of the shift, squad or unit regardless of classification seniority.

14.5.2 For Records Employees:

- A. The employer shall post a separate vacation schedule for records no later than February 1st of each calendar year in the department. Each vacation year shall be from April 1st to March 30th of the following calendar year.
- B. If two or more employees with equal classification seniority bid the same vacation dates and it becomes a choice as to who shall receive the time off, bargaining unit seniority shall prevail.
- C. The first round of bidding shall have the vacation calendar posted for fourteen (14) days. The second round of bidding shall be posted for seven (7) days.
- D. If there are conflicts in requests, the affected employees, on a classification seniority basis, will be asked to select an alternate choice within 2 business days to be able to bump another employee's vacation bid, otherwise, seven (7) days shall be allowed to select an alternate vacation schedule.

14.5.3 No PTO time will be deducted from that accrued to the employee unless he/she actually used that PTO time or agreed to deduction of PTO time in lieu of other

discipline.

14.5.4 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.

14.6 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, state 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 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 transferred amount that would result in his/her leave balance falling below ten (10) days. This provision shall be administered by the Human Resources Department.

ARTICLE 15 - HOLIDAYS

15.1 The following days shall be recognized and observed as legal paid holidays by regular employees:

Date:	Name of Holiday:
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 For employees who work a non-rotating standard Monday through Friday schedule, whenever a legal holiday falls on a Saturday, the preceding Friday shall be the legal holiday; whenever any legal holiday falls on a Sunday, the following Monday shall be the legal holiday.
- 15.3 Any employee who is on scheduled and approved PTO when a holiday occurs shall not have his/her PTO accrual charged for that day.
- 15.4 Any employee who is on authorized sick leave when a holiday occurs will receive a day's pay for that holiday and will not have his/her sick leave accrual charged.
- 15.4.1 Dispatch employee(s) who are on authorized sick leave or PTO when a holiday occurs, will receive sick leave or PTO leave for that holiday and will receive the appropriate holiday compensation.
- 15.5 If a holiday occurs on an employee's scheduled day off, he/she shall be given the day preceding or the day following such holiday or, at the employee's discretion and with the supervisor's approval, an alternate day off. Time off allowed under this section must be taken as an earned holiday and may not be received as compensatory time or overtime pay during the term of employment.
- 15.6 All personnel required to work the holidays shall receive their normal monthly salary plus holiday pay or compensatory time, at the employee's discretion, at the rate of one and one-half (1-1/2) times for each hour of the normal shift worked. This section applies to only one (1) shift per recognized holiday. That shift will be the shift starting during the actual hours of the holiday. Hours worked in addition to the shift shall be applied to the employee's overtime/compensatory time record.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

- 16.1 The work week shall consist of forty (40) hours of work. The hours of work within a work week may be five (5) consecutive eight (8) hour days, followed by two (2) consecutive

days off, (or four (4) consecutive ten (10) hour days followed by three (3) consecutive days off). Or for dispatch employees, a combination of eight (8) hour and twelve (12) hour days for a forty (40) hour work week followed by three (3) consecutive days off, except during normal shift rotation and bona fide emergencies. The Sheriff shall provide, if possible, ten (10) consecutive hours off between shifts.

16.2 Each work shift, for employees other than Law Enforcement Dispatchers, shall include eight (8) or ten (10) consecutive hours of work exclusive of a minimum of thirty (30) and a maximum of sixty (60) minute meal period (the length subject to approval of the appropriate Division Chief) which shall be scheduled as near the middle of the work day as practical.

16.2.1 For Law Enforcement Dispatchers, each work shift shall include eight (8), ten (10), or twelve (12) hours of work that does not exceed forty (40) hours in a seven (7) day work period. A work shift shall include a thirty (30) minute meal period which shall be scheduled as near the middle of the work shift as practical. Employees shall be subject to respond to non-scheduled work which may arise during the lunch period. Lunch periods altered or missed shall not be recoverable as overtime.

16.3 Rest Breaks: Rest Breaks shall consist of two (2) fifteen (15) minute periods, one (1) during the first (1st) half (1/2) of the shift, the second (2nd) during the second (2nd) half (1/2) of an eight (8), ten (10), or twelve (12) hour shift. In a bona fide emergency, rest breaks may be altered or missed and shall not be recoverable as overtime. Additionally for each two (2) completed hours of work, the employee shall be granted an additional fifteen (15) minute rest period.

16.4 Work Shifts and Schedules: Work shifts and schedules shall uniformly rotate every three (3) consecutive months or at other intervals as may be mutually agreed to between the Sheriff and the Union.

16.5 The shift schedule shall be determined by the Employer. The Employer shall give at least seven (7) calendar days' notice, except in a bona fide emergency, prior to changing the employee's assigned shift. Said notice shall be posted on the department bulletin board showing the employee's shift, work days, and hours. Changes to shift schedules will be left on the affected employee's e-mail and an attempt made to contact the individual(s) advising them of the change.

16.5.1 Established shift schedules shall have a consistent start and end time for regular hours worked established by the yearly schedule.

16.6 Employees may change shifts when unforeseen circumstances arise provided, they first request and receive approval from the Sheriff or his/her designee. Such exchange of shifts shall not by itself constitute a basis for entitlement to overtime compensation.

16.7 In the event of a bona fide emergency, the Sheriff may alter the assigned work shifts by giving as prompt as possible notification to the affected employees. Said employees shall

not receive overtime for working said rescheduled work shift. The Sheriff shall not reschedule assigned work shifts for the purpose of avoiding payment of overtime.

- 16.8 Overtime: All work performed in excess of forty (40) hours per week shall be compensated for at one and one-half (1-1/2) times the employee's regular straight time hourly rate. For the purposes of overtime threshold, work performed shall also include PTO, sick leave, holiday leave and compensatory time, but not WPSL. The employee may, at his/her option, be granted equivalent time off on the basis of one and one-half (1-1/2) hours compensatory time for each one (1) hour of overtime worked. An employee may carry up to one hundred twenty (120) hours of compensatory time from one (1) calendar semester to the next. All compensatory time in excess of one hundred twenty (120) hours shall be either paid for or used prior to the end of June 30 and December 31 of each calendar year.
- 16.9 All overtime shall be paid for in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes. There shall be no pyramiding of overtime.
- 16.10 Callout: An employee who is required to return to work after having completed his/her regular shift, and having left the premises, shall be paid for a minimum of four (4) hours premium pay (straight time at their current rate). Only time actually worked shall apply for overtime purposes.
- 16.11 Out of Classification Work:

16.11.1 Workday implementation:

Workday was implemented July 1, 2020, thus any employee who is specifically assigned in writing to work in a higher wage rated classification than that in which he/she is employed, shall receive compensation at a standard flat rate of seven and one-half percent (7.5%). When assigned to work in a higher classification, the employee shall be compensated at the higher rate after four (4) hours of work, compensation shall be made on an hour for hour basis.

- a. When an employee is assigned to work in a job classification that is two (2) classifications higher than their own for four (4) hours or more, the employee shall be paid at a standard fifteen percent (15.0%) flat rate.
- b. When an employee is assigned to work in a job classification that is three (3) classifications higher than their own for four (4) hours or more, the employee shall be paid at a standard twenty percent (20.0%) flat rate cap.
- 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 16.11 was effective July 1, 2020. Departments that wished to continue the out of class assignment was

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.

- 16.12 Court Time: Any employee who is required to appear and/or testify in court on his/her own time or time other than his/her regular duty hours shall be paid for a minimum of two (2) hours at one and one half (1.5) times the employee's regular hourly rate. Nothing in this section is construed to mean time spent in personal suits, either civil or criminal, not a result of circumstances which occurred in the line of duty, nor for court action for which he/she is otherwise compensated. Only time actually worked shall apply for overtime purposes.
- 16.13 Voluntary Overtime: The Sheriff will notify eligible employees of anticipated available overtime. Assignment of such overtime will then be made by the Sheriff or his/her designee on a rotational basis. Employees may request in writing that their name not be included on the voluntary overtime list.
- 16.14 The employee shall be paid compensation as a result of the employee's approved travel time to and from any assigned school out of Yakima County, and such travel time shall be used as hours worked to calculate overtime. The Sheriff will endeavor to schedule mandatory training for employees within their normal shift assignments, and with seven (7) days' notice unless waived by the employee.
- 16.15 Personnel who are scheduled for "on-call" duty shall be compensated on the basis of four (4) hours pay or compensatory time off for twenty-four (24) consecutive hours of "on-call" duty at the election of the employee. Only time actually worked shall apply for overtime purposes.
- 16.16 The term "bona fide emergency" includes a life-threatening situation; civil disorder; natural disaster; sudden unexpected happening; unforeseen occurrence or condition; complication of circumstances; sudden or unexpected occasion for action; or pressing necessity and must be declared/approved by the Sheriff or his/her designee.

ARTICLE 17 - DISCIPLINE

- 17.1 The Sheriff or the Sheriff's designee may discipline an employee only for just cause inclusive of such events as may be deemed to be just cause as set forth in the Rules and Regulations of the Yakima County Civil Service Commission but not necessarily limited thereto. Discipline shall be carried out in a manner which is least likely to embarrass the employee before other employees or the public. Discipline shall be kept confidential to the extent possible, except where release of the disciplinary information is required by law.
- 17.2 Disciplinary action or measure shall include only the following:
 - A. Supervisor Counseling,
 - B. Verbal reprimand,

- C. Written reprimand,
- D. Suspension without pay,
- E. Demotion,
- F. Discharge.

- 17.3 The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance and to allow the Employer to document prior disciplinary matters. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, severity of offense and prior record of discipline. The order in which these criteria appear are not indicative of their priority. An employee may be suspended without pay when said employee has first received one (1) written reprimand relating to said employee's previous work or conduct. An employee may be discharged when said employee has first received a suspension relating to said employee's previous work or conduct. All previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action.
- 17.4 Notwithstanding subsection 17.3 above, the Sheriff may immediately suspend or discharge an employee for a serious event which presents just cause for discipline inclusive of such events as may be deemed to be just cause by the Yakima County Civil Service Commission Rules and Regulations or as amended subject to the provisions contained in Article 18 below.
- 17.5 Notice of disciplinary action shall be provided to the employee and Union no later than thirty (30) calendar days from the conclusion of the investigatory proceedings regarding the improper work, incident, or conduct by the employee.
- 17.6 Disciplinary action may be reviewed pursuant to Article 18 of this Agreement.
- 17.7 Written reprimands (excluding suspensions or demotions) shall be automatically expunged from the employee's personnel file eighteen (18) months from the date of issuance and no longer be considered in evaluating future discipline if no other written reprimands on the same subject matter have been issued during that time.

ARTICLE 18 - DISCIPLINARY PROCEDURES

- 18.1 An immediate supervisor may verbally reprimand an employee. The immediate supervisor may make a notation in the supervisor's notebook regarding the verbal reprimand. Written reprimands may be issued by supervisors (lieutenants and higher) subject to the Sheriff's approval. 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.
- 18.1.1 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.

- 18.1.2 Employees will not be required to unwillingly submit to a polygraph test; provided, however, this provision does not apply to the initial application for employment.
- 18.2 If disciplinary action taken could result in suspension without pay, demotion or discharge, the employee shall be advised of the facts and circumstances supporting this 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 Sheriff determines that circumstances exist requiring immediate action, the Sheriff shall have the right and authority to immediately suspend the employee without pay pending the investigation and pending the employee being given an opportunity to respond to charges in accordance with the provisions above. If the employee fails to respond to the charges within the time period referenced above, the Sheriff is free to implement the disciplinary action he/she feels is appropriate under the circumstances.
- 18.2.1 In the event dismissal of an employee becomes imminent and the Sheriff determines an alternative to said dismissal is the employee's resignation, said 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 either of the following procedures. At the employee's option, an appeal can be made through the grievance procedure as outlined in Article 19, or through the Yakima County Civil Service Commission. The employee's decision of appeals procedure shall be final and binding on all parties. The employee must exercise his/her option within ten (10) calendar days of the disciplinary action; otherwise, the appeal shall be null and void and the disciplinary action shall remain as taken. The employee must choose one procedure or the other; said employee cannot exercise an appeal under both procedures.
- 18.4 Should any employee choose to file a written demand for an investigatory hearing regarding the disciplinary action through the Yakima County Civil Service Commission, the matter shall be handled in accordance with applicable procedures as contained in the Rules and Regulations of the Yakima County Civil Service Commission.
- 18.5 The investigation of any potential disciplinary action shall be completed within sixty (60) days of first notice to the employee's superiors. However, the sixty (60) day period shall be extended by additional thirty (30) day periods if the Sheriff provides written notice to the employee of the extension prior to the expiration of the sixty (60) day period, and then again prior to the expiration of the thirty (30) day extension periods. The notice must explain the reasons for the extension. Expiration of the (30) day period without notice of extension shall constitute a final resolution of the disciplinary action in favor of the employee. Employees will be shown the file and provided an opportunity to offer any information at the completion of the internal investigation and before the file is submitted to the Division Chief or the Sheriff for their determination.

- 18.6 Should any employee choose to grieve a disciplinary action through the provisions of the grievance procedure, the matter shall be handled in accordance with Article 19.
- 18.7 The provisions of Articles 17 and 18 do not apply to probationary employees. Said employees 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 either a written demand for an investigatory hearing before the Civil Service Commission, or 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/her Union representative, or a representative of his/her own choosing, if he/she 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 herein above 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 division head within thirty (30) calendar days from its occurrence. The division head 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 division head within ten (10) calendar days from the disciplinary action. Since disciplinary action is not final unless approved by the Sheriff, the grievance may be presented in written form within ten (10) calendar days from the date of the occurrence directly to Step 2 of the grievance procedure.

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 Sheriff. Thereafter, the Sheriff shall respond in writing to the aggrieved employee within ten (10) calendar days after receipt of the grievance.

If it is a Union grievance in accordance with Section 19.5 above, said grievance in written form, shall be presented to the Sheriff. Thereafter, the Sheriff shall respond in writing to the Union within ten (10) calendar days after receipt of the grievance. If the subject matter of the Union grievance relates to budgetary issues, then the Union grievance will be presented in written form to the Board of County Commissioners. Thereafter, the Board of County Commissioners shall respond in writing to the Union within ten (10) calendar days after receipt of the grievance.

If it is an Employer grievance in accordance with Section 19.5 above, said grievance in written form, shall be presented to Teamsters Local Union No. 760. Thereafter, the Secretary-Treasurer shall respond in writing to the Employer within ten (10) calendar days after receipt of the grievance.

Step 3:

- a. Final and Binding Arbitration: If the grievance has not been resolved at Step 2, 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 2 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 (Section 4.3) 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 - RETIREMENT CONTRIBUTION-INDUSTRIAL ACCIDENT INSURANCE

- 20.1 The Employer shall pay into the appropriate employees' retirement program, Industrial Insurance, as required, at the prescribed rate, by law.
- 20.2 Effective as designated below, 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.

Yakima Sheriff's Office Supervisors

Effective Date	Basic Contribution Rate	PEER 84 Contribution Rate	Total Contribution Rate
01/01/2015	\$1.72	\$0.11	\$1.83

Yakima Sheriff's Office Dispatch and Clerical

Effective Date	Basic Contribution Rate	PEER 84 Contribution Rate	Total Contribution Rate
01/01/2015	\$0.76	\$0.05	\$0.81

Program Specialist (Animal Control)

Effective Date	Total Contribution Rate
01/01/2015	\$1.50

- 20.3 The total amount due for each calendar month shall be remitted in a lump sum not later than ten days after the last business day of the month.
- 20.4 The contribution required to provide the Program for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the plan. The additional contribution for the PEER must at all times be six and one-half percent (6.5%) of the basic contribution and cannot be decreased or discontinued at any time during the term of this agreement.
- 20.5 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 21 - LIABILITY INSURANCE

- 21.1 The Employer agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof in order to reasonably protect and indemnify employees from liability to third parties resulting from employees negligently performing duties within the scope of employment.

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 Contributions 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 coverage and the Employer maximum contribution to an HRA VEBA account for the employee.

C. For Employees in all other Premera Blue Cross Plans or tiers, the employee will pay the difference between the premium and the Employer's maximum contribution.

D. Employees can waive medical coverage; however, contributions must still be made for the mandatory Premera Blue Cross Dental, Basic Life Insurance and Basic Long-Term Disability (LTD). The Employer shall contribute only the premium amount for the mandatory Premera Blue Cross Dental, Basic Life Insurance and Basic LTD for employees that waive medical coverage through Premera Blue Cross.

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, vision, basic life insurance and basic long term disability.
- 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 Effective for 2021 and 2022, the task force made up of some of the insurance benefits committee members, HR 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 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.
- 22.8.1 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.

ARTICLE 23 - PAY ARRANGEMENTS

- 23.1 Pay Period: Based on the 2020 implementation of Workday, employees shall 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 1st through the 15th of the month.
 - b. The second pay period will be the 16th through the last day of the month.
 - c. Pay for work performed during the first pay period will be issued on the 25th of the month.
 - d. Pay for work performed during the second pay period will be issued on the 10th of the month following the pay period end.
 - e. There shall be no deductions other than required by law or authorized by this Agreement or authorized in writing by the employee. Required and authorized deductions will be applied to each paycheck.
 - f. All employees are required to provide information for direct deposit of all employee pay.
 - g. Upon request by an employee, opening a payroll debit card with the County's financial institution is available.
- 23.2 Each employee shall receive an itemized statement of earnings and deductions, specifying employee wage rate, hours paid, and other compensation payable to employee as well as any and all deductions from the employee's gross wages for the pay period.
- 23.3 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 24 - EDUCATIONAL INCENTIVE

- 24.1 All employees within the bargaining unit attending school may receive tuition expense reimbursement provided that:
- A. They receive prior approval of the Sheriff;
 - B. Coursework is completed in a field of study approved by the Sheriff;
 - C. A final passing or better grade for the course (e.g., 2.5 on a 4.0 scale, or seventy-five percent (75%) on a one hundred percent (100%) scale, etc.);
 - D. If the employee is eligible to receive monies under other education subsidy programs such as the G.I. Bill, Veteran's Administration, the Safe Street Act or other similar programs utilizing state, federal and/or private funds, the employer will pay the balance of expenses not covered by a subsidy program, provided the

employee has shown that they have made application for subsidy programs and been determined either eligible or non-eligible. Loans are not considered a subsidy program.

Such reimbursement, however, will be limited to the amount of the tuition fee and books for any given credit load at the nearest state supported college or university. A report of this schooling shall be placed in each employee's personnel file.

- 24.2 Any employee who is granted an educational leave shall be required to repay the non-salary costs paid by the Employer in the event of the employee's voluntary termination of employment within one (1) year of completing such leave. If any employee voluntarily terminates his/her employment during the second (2nd) full year following compensation of the educational leave, one-half (1/2) of the non-salary costs expended by the Employer shall be reimbursed.
- 24.3 Any employee attending a school under the provisions above shall be required prior to leaving for the school to sign a statement containing the repay terms. The repay provisions shall not apply to the basic law enforcement training course or to other short term training courses which the employee is required by the Sheriff to attend.
- 24.4 Time spent in classes or other study shall not be considered to be time worked for overtime or other pay purposes, except for time spent in classes for County assigned training.
- 24.5 Law Enforcement Dispatcher, Financial Specialist and Records Clerk Spanish Bi-Lingual Premium: Effective upon signing of the agreement by both parties, in the payroll period following qualification for the Spanish bi-lingual premium, Financial Specialist, Law Enforcement Dispatcher and Records Clerk employees who qualify through the testing procedures established by the Employer shall receive a premium of Fifty Dollars (\$50.00) per month for those who pass the Employer's bi-lingual/bi-literate testing requirements. This provision allows for up to three (3) dispatchers, two (2) records clerks, and one (1) financial specialist.

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 Union Investigation and Visitation Privileges - The Business Representative of the Union will notify the Sheriff or his/her designee and coordinate investigation or on-site visitations with the Sheriff. 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.
- 25.3 Teamsters Local Union No. 760 shall be entitled to the use of the employee bulletin board, at each of the Employer work locations.

- 25.4 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.
- 25.5 Medical Exams - Any medical examination required by the Employer may be taken on Employer time and shall be paid by the Employer. The examination shall be administered by a physician or institution specified by the Employer.
- 25.6 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.
- 25.7 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.
- 25.8 When any classification not listed on the wage schedule is established, the Employer shall designate a job classification and pay rate for the classification. Notice of establishment of the new classification shall be provided to the Union. In the event the Union does not agree that the rate of pay is correct, notice shall be given the Employer within fourteen (14) calendar days of receipt of the notice, requesting to negotiate the pay rate for the new classification. The negotiated pay rate shall be effective as of the date the new classification went into effect.
- 25.9 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.
- 25.10 The Employer may transfer, contract or subcontract the work performed by members of the bargaining unit covered by this Agreement for reasons of economy, efficiency of operation and/or reorganization. Before transferring, contracting or subcontracting any work as referred to above, the Employer shall first give the Union and the Union Shop Steward thirty (30) calendar days written notice and offer to meet and discuss the change. The notice and offer to discuss shall not impede or alter the Employer's right to transfer, contract or subcontract work. In the event that the Employer subcontracts work presently being performed by the bargaining unit, if possible, employees will be placed in similar employment in the County or with the subcontractor.
- 25.11 Mileage Reimbursement: Mileage reimbursement at the time of implementation of this Agreement shall be at the current IRS rate. Provided, however, if the Internal Revenue Service should approve a higher amount effective during the term of this Agreement, escalation in the rate shall be implemented by the resolution of the Board of County Commissioners. Maximum use shall be made by the County of County-owned vehicles in order to avoid use of the employee's vehicle whenever practical. Employees already on duty required to report to a duty station other than their normally assigned duty station shall

receive mileage for miles traveled in a personal vehicle between duty stations. All time spent traveling between stations shall be considered time worked.

- 25.12 **Union Meetings:** Recognizing the parties are mutually served by effective communications, the Sheriff may allow the Union Shop Steward time off without pay or to reschedule their working day to include flexing their time for meetings within the employee's work week; provided adequate staff is available to assure continuation of essential public services as determined by the Sheriff.
- 25.13 **Training:** The Employer shall make every reasonable effort to afford all employees of the Department equal access to training related to that employee's position. When the employee successfully completes any job-related school, a record of such shall be kept in the employee's personnel file. Employees scheduled for training inside the County shall have a minimum of ten (10) hours off duty between their last scheduled shift and the beginning of the training. If the training occurs outside of the County, the Employer shall make every reasonable effort to modify the employee's schedule to allow at least ten (10) hours between the end of the last shift and the beginning of travel time for training.
- 25.14 **Collective Bargaining:** Recognizing the parties are mutually served by effective collective bargaining, the Sheriff will allow up to a total of three (3) (clerical, dispatch & financial) bargaining unit employees to attend scheduled collective bargaining sessions on work time. If the collective bargaining session is not scheduled during an employee's work hours with approval of the Employer, an employee may flex their schedule during the work week of the bargaining session to allow attendance, provided this does not create a staffing shortage or overtime. The Sheriff may approve additional staff to attend if necessary.
- 25.15 **FTO:** When FTO employees are training new employees, they shall be granted additional paid time as necessary at the end of their shift for the purpose of completing all necessary documentation and evaluations of the trainee.
- 25.16 The Sheriff will assign FTO status to designated employees who exhibit a proficiency in chosen tasks and are also able to teach those tasks effectively. Those designated as FTO will receive fifty dollars (\$50.00) per month for the entire year unless their designation is removed. The number of employees eligible for FTO assignments will be reviewed annually for the following calendar year by the Sheriff who shall have sole discretion to increase or decrease the number of assignments.
- 25.17 **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 payroll deduction plan.

ARTICLE 26 - EQUAL EMPLOYMENT OPPORTUNITY

- 26.1 The Employer or the Union shall not discriminate against any individual with respect to terms, conditions or privileges of employment because of race, color, religion, national origin, age, sex, sexual orientation, mental, physical, or sensory handicap, except as allowed or provided by law.

ARTICLE 27 - PERSONNEL FILES

- 27.1 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 Sheriff's Office and Human Resources. It is further agreed that the information in employee personnel files shall not be released to outside groups without the approval of the Sheriff except under proper Court order or as otherwise required by law.
- 27.2 An employee shall be notified and receive a copy of material placed in his/her personnel file relating to job performance or personal character within ten (10) calendar days of such action.
- 27.3 An employee may request that material other than yearly evaluations be expunged from his/her file. Decisions on such requests shall be made by the Sheriff.
- 27.4 Upon appropriate request, an employee may inspect his/her personnel file subject to the following provisions:
- A. Inspection shall occur during non-working hours, including lunch and break periods, or at a time and in a manner mutually acceptable to the employee and the County.
 - B. Upon request, an employee who has a written grievance on file who is inspecting his/her 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 the employee upon written request.

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 Section 29.1. 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 - UNIFORM AND EQUIPMENT SUPPLY AND UNIFORM CLEANING

- 30.1 The County shall provide uniform clothing and equipment to employees as listed below:

For Clerical and Dispatch Employees

- A. One (1) Coat or one (1) Sweater
- B. Up to five (5) short sleeve polo shirts.
- C. The County will pay each employee in the bargaining unit one hundred fifty dollars (\$150.00) in additional compensation each year to be included in the February paycheck, as a footwear allowance. In addition, the County will pay each employee in the bargaining unit two hundred fifty dollars (\$250.00) in additional compensation commencing in 2020 in the May paycheck as a pants allowance. Thereafter, the compensation will be in February. Black footwear and black pants shall be of a law enforcement style, appearance and quality and are subject to approval by the Sheriff or designee. One pair of pants must be a more formal slack for formal or special occasions.

For Program Specialist (Animal Control) Employees

- A. The County will provide the following equipment:
 - Two jumpsuits (winter/summer)
 - One hat (ball cap)
 - One trouser belt
 - One duty belt
 - One key holder
 - One bite stick with holder
 - One portable radio holder
 - Four belt keepers

One ballistic vest

- B. The County will pay each employee in this position one hundred fifty dollars (\$150.00) in additional compensation each year to be included in the February paycheck, as a footwear allowance.
- 30.2 Probationary employees will be given the complement of uniform clothing and equipment the Sheriff determines is necessary to perform their duties and responsibilities.
- 30.3 The County agrees to repair or replace defective and/or unserviceable uniform clothing or equipment specifically listed in sections A above. Footwear and pants are not subject to this section 30.3. The determination as to defects or unserviceability shall be made by the Sheriff or administrative staff.
- 30.4 Any new items of uniform clothing and equipment mandated by the Sheriff shall be provided by the County.

ARTICLE 31 - SALARIES

- 31.1 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.
- 31.2 The Pay Plans for 2021 and 2022 are set forth in Exhibit “B,” which is attached hereto and incorporated herein by reference. These 2021 and 2022 Pay Plans are the same as the Pay Plans were for 2020.
- 31.2.1 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.

31.2.2 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

31.2.3 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.

31.2.4 Regarding all the provisions of Article 31, 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.

- 31.3 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 Human Resources Department, as addressed in Exhibit "A." These informational discussions are not to be interpreted nor construed to mean that the Employer is agreeing to negotiate about the market survey, comparables, and the survey's provisions and procedures. Each CBA already states that the market survey is for only informational purposes, and there is no obligation on the part of the Employer to negotiate about and implement the results of any survey.
- 31.3.1 Beginning in 2018, with a frequency of every four (4) years, a full/in-depth survey will be conducted by the Human Resources Department using the six (6) comparable counties discussed. The six (6) comparable counties are: Benton, Spokane, Kitsap, Thurston, Whatcom, and Grant. For the in-between years (2019, 2020, 2021), a basic touchpoint will be conducted with the sole purpose of gauging the trend in the market. There were 37 jobs identified by the salary committee and task force to be included in the survey. See Exhibit "A" for the list of classifications. The methodology used for analysis will remain the same as outlined in HR 001 Class and Compensation Policy.
- 31.3.2 In regards to the reference above in section 31.3.1 to the conducting of a full/in-depth survey by the Human Resources Department during 2020, in light of the provisions of section 31.6 below, the parties have mutually agreed that Human Resources Department shall not conduct a full/in-depth survey and instead will dedicate resources to the comprehensive study and analysis of the current job classification (DBM) and pay plan system to reasonably achieve a better job classification and pay plan system
- 31.3.3 The Human Resources Department will determine the frequency of meetings with the respective committee and task force members. Notice of meetings will be provided in advance of meetings.
- 31.4 In January 2020, the change in minimum wage was addressed by removing the hourly rate of pay that falls below the State minimum. Increment 1 and increment 2 of the A11 pay plan was discontinued for hiring purposes. The updated pay plan schedule is available on the County's website.
- 31.5 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 31.3. This task force will engage in informational discussions which shall not 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 31.4 and Section 31.3.1 may be significantly modified and no longer in effect as currently written. The results of this comprehensive study and analysis will be shared with all the affected bargaining units and their representatives. Further, the results of the study will become the subject of bargaining during the relevant successor labor contract term. The parties understand and agree that the ability to pay continues as an important factor with regards to addressing the results of the study and analysis as well as addressing the implementation of aspects of the study and analysis. The parties recognize that the Board of County Commissioners, based on their authority over the budgets, have the final decision-making authority relating to implementation of the results of the comprehensive study and analysis.

ARTICLE 32 - TERM OF AGREEMENT

- 32.1 This Agreement shall become effective as of the first (1st) day of January 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 The parties shall start negotiations in the fall of 2022 for a successor 2023 and perhaps beyond CBA. Negotiations shall be conducted on mutually agreeable dates.
- 32.4 In the event that negotiations for a new agreement extend beyond the thirty-first (31st) day of December 2022, the terms of this Agreement shall remain in full force and effect during the negotiation and mediation process.

[Signature page follows.]

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

Dated this _____ day of _____, 2021.

**FOR THE EMPLOYER:
Yakima County, Washington**

**FOR THE UNION:
Teamsters, Local No 760**

Ron Anderson, Chairman
Board of Yakima County Commissioners

Leonard J. Crouch
Secretary Treasurer

Amanda McKinney, Commissioner
Board of Yakima County Commissioners

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

LaDon Linde, Commissioner
Board of Yakima County Commissioners

Robert Udell, Sheriff
Yakima County Sheriff's Office

Jacqui Lindsay
Director of Human Resources

Represented by:

Anthony F. Menke, Management Attorney
and Chief Negotiator

EXHIBIT “A”
YAKIMA COUNTY TEAMSTERS LOCAL 760
SHERIFF’S OFFICE
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 31 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 31 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 31 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 31 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. Determination of the market for each pay range is established by salary survey of comparable agencies and use of regression analysis methodology to establish a trend line for all Yakima County 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. Market surveys will be conducted at least every two years for informational purposes only. 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 and response within one (1) week of completion. This Salary Survey subject matter is subject to the provisions of Section 31.4.

The above salary survey provisions are subject to changes based on the provisions of Article 31.

Market Premiums: If the market compensation study indicates that the trend line base salary range for a classification is ten percent (10%) or more below the market target position’s median at both entry and maximum , then the Union and the Employer shall meet to negotiate the appropriate method and economic adjustment (market premium or reclassification) for the classification. The results of the negotiation shall be applied in the following fiscal year. If the Union and Employer agree that reclassification is appropriate, the reclassification shall occur in accordance with the County Classification and Compensation Policy (HR-001). If the Union and 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 31.4.

Job classifications with market premiums added to the base salary range will continue to be included in all comprehensive surveys of Decision Band Method classifications within the occupational group until such time as the base salary range for the classification is within ten percent (10%) of the target market level for the classification. The market premium amounts for a classification may change up or down each time the market is studied depending upon the data received from the market compensation study for the classification. Should the market premium amount fall to less than 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 classifications. This paragraph is subject to the outcome of the provisions of Section 31.4.

The above DBM categories as well as the Market Premium provisions are subject to the outcome of the Article 31 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 31 are controlling with regard to these provisions.

EXHIBIT “B”

2021-2022 Pay Plan

Teamsters Clerical and Dispatch and Program Specialist (Animal Control) – Sheriff’s Office

Beginning in 2021, the restriction for employees hired after December 31, 2012, will cease 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 31.

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
B21	8 hr YR	34,825	35,641	36,469	37,322	38,200	39,090	40,005	40,944	41,896	42,873	43,874	44,900	45,951	47,027
	8 hr MO	2,902	2,970	3,039	3,110	3,183	3,257	3,334	3,412	3,491	3,573	3,656	3,742	3,829	3,919
	HR	16.74	17.13	17.53	17.94	18.37	18.79	19.23	19.68	20.14	20.61	21.09	21.59	22.09	22.61
B22	8 hr YR	37,841	38,694	39,572	40,462	41,377	42,316	43,268	44,245	45,246	46,272	47,311	48,374	49,462	50,575
	8 hr MO	3,153	3,225	3,298	3,372	3,448	3,526	3,606	3,687	3,771	3,856	3,943	4,031	4,122	4,215
	HR	18.19	18.60	19.03	19.45	19.89	20.34	20.80	21.27	21.75	22.25	22.75	23.26	23.78	24.31
B23	8 hr YR	40,870	41,760	42,675	43,602	44,554	45,531	46,520	47,533	48,572	49,635	50,723	51,836	52,973	54,135
	8 hr MO	3,406	3,480	3,556	3,634	3,713	3,794	3,877	3,961	4,048	4,136	4,227	4,320	4,414	4,511
	HR	19.65	20.08	20.52	20.96	21.42	21.89	22.37	22.85	23.35	23.86	24.39	24.92	25.47	26.03
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
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
C41	8 hr YR	53,331	54,481	55,656	56,855	58,079	59,327	60,600	61,899	63,221	64,581	65,966	67,375	68,821	70,293
	8 hr MO	4,444	4,540	4,638	4,738	4,840	4,944	5,050	5,158	5,268	5,382	5,497	5,615	5,735	5,858
	HR	25.64	26.19	26.76	27.33	27.92	28.52	29.13	29.76	30.39	31.05	31.71	32.39	33.09	33.79

Title/Class	Pay Band	# Empl
Financial Specialist	B21	2
Office Specialist	B21	9
Office Coordinator	B22	1
Program Specialist (Animal Control)	B22	1
Law Enforcement Dispatch	B23	7
Lead Records-Senior Program Representative	B24	0
Law Enforcement Dispatch Supervisor	B25	2
Program Coordinator	C41	1