

**2021-2022**

**LABOR AGREEMENT**

**By and Between**

**BOARD OF COUNTY COMMISSIONERS OF YAKIMA COUNTY,  
YAKIMA COUNTY SOLID WASTE**

**And**

**TEAMSTERS LOCAL NO. 760**

Affiliated with the International Brotherhood of Teamsters

**Representing Solid Waste Employees**

**Effective**

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

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**and**  
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**Representing Solid Waste Employees**

**ARTICLE 1 - PURPOSE OF AGREEMENT**

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

**ARTICLE 2 - RECOGNITION**

- 2.1 The Employer recognizes the Union, as certified by PERC Decision 9170-PECB, Case 19814-E-05-3102, as the sole and exclusive collective bargaining representative of all regular full time and regular part time employees of the Yakima County Public Services Solid Waste Division, excluding CTP, Local 1, confidential employees, supervisors and all other employees of Yakima County.

**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. When Workday is implemented, the dues will be divided between two (2) pay dates each month. 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.
  - As an example, reports and payment received in March represent 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 Orientation: These provisions shall be carried out in conformity with RCW 41.56.037. Each December, the Employer will provide the Union with the upcoming year's monthly new hire orientation calendar. The Union will contact the Human Resources Department at (509) 574-2210 every month to obtain information on new hires scheduled to attend orientation appropriate to their group. A Union Representative shall be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership and dues authorizations.
- 3.6 It is the intent of the Employer to continue to utilize its employees to perform work; provided, however, the Employer has the right to contract out work previously and/or historically contracted out. If the Employer determines it necessary to contract out work not previously and/or historically contracted out which would directly result in the layoff of employees employed as of ratification of this agreement, then the Employer will provide the Union with written notice. If the Union wishes to bargain about the decision and its effects, it shall provide the Employer with a written request to bargain within fifteen (15) working days of receipt of the Employer's notice. Bargaining about the decision and its effects shall conclude within thirty (30) working days. If no written request is submitted by the Union or if no settlement is reached within the thirty (30) working day time period, then the Employer may proceed with its decision. In the event that: the Union requests to bargain about the decision, no settlement has been reached within the 30 day time period, and the Employer has implemented its decision, then the Union may continue to bargain the effects of the decision beyond the 30 day time period. In the event of a bona fide emergency, no notice or bargaining is required before contracting out.

- 3.7 Extra Help employees are not in the bargaining unit and are not covered by this Agreement. Extra Help employees are covered by the County Extra Help Policy. Extra Help employees who are used on an incidental and diminutive basis to perform non-bargaining unit work are exempt from the Western Conference of Teamsters Pension Trust contributions. In the event that an Extra Help employee is used to perform bargaining unit work, said Extra Help employee shall be subject to the Western Conference of Teamsters Pension Trust contributions for the classification of work the Extra Help employee is performing. Contributions shall be funded by way of wage reduction. Extra Help employees shall not realize any benefit of this contract except for the conditions as stated in this Article.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.1 The Union recognizes the prerogatives of the Employer to operate and manage the Public Services Department and the services provided thereby in all respects in accordance with its responsibilities, lawful powers, and legal authority. All matters not expressly covered by the language of this Agreement, and/or mutually-agreed upon written agreements executed subsequent to the date of signature of this labor agreement, shall be administered by the Employer in accordance with such policies and/or procedures as the Employer, from time to time, may establish and implement. The Employer's prerogatives or rights include, but are not limited to, the following:
- A. The right to establish and implement reasonable work rules, procedures, and work performance standards including the right to complete written performance evaluations of bargaining unit employees at least annually. The evaluations will be discussed and reviewed privately with the employee before they are filed, and the employee shall be given the right to prepare a written rebuttal to any evaluation the employee desires, which rebuttal shall be filed with the evaluation form. Any such rebuttal shall be submitted to the Employer within seven (7) calendar days following completion of the evaluation.
  - B. The right to schedule work and overtime work and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with this labor agreement.
  - C. The right to hire, transfer, suspend, discharge, lay off, recall, promote, or discipline employees as deemed necessary by the Employer as provided by this Agreement and/or as provided by the General Rules and Regulations of Yakima County Public Services.
  - D. The right to determine the size and composition of the work force, modify job responsibilities, and assign employees to work locations and shifts.
  - E. The right to determine what duties shall be performed by various personnel.
  - F. The parties understand that incidental duties connected with operations not enumerated in job descriptions shall nevertheless be performed by the employee when requested

by a supervisor.

- G. The right to take actions as may be necessary to carry out Employer's services in emergencies.
  - H. The right to take actions necessary to comply with the Americans with Disabilities Act.
- 4.2 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust emplaced in the officials, in this case, of the Board of Yakima County Commissioners and the elected officials and/or departmental directors and the rights and obligations owed thereby to the electorate in conformity with statutory law.
- 4.3 Past Practices: The Employer may change a past practice after providing the Union with written notice. If the Union wishes to bargain about the change to past practice, then it will so indicate in writing to the Employer within fifteen (15) working days of receipt of the Employer's notice. Bargaining shall conclude within thirty (30) working days of the Union's request to bargain. If no written request is submitted by the Union or if no settlement is reached within the thirty (30) working days time period, then the Employer may proceed with the change to past practice so long as the change does not affect the terms and conditions of the Collective Bargaining Agreement. In the event of a bona fide emergency, no notice or bargaining is required before implementing the change.
- 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 these 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. Said representative(s) shall have the right to investigate membership concerns with respect to the Agreement during regularly scheduled work hours without loss of pay during such time, provided that such investigation will not interfere with the necessary operation of the Department. The Union will advise the Employer of the identity of the aforementioned representative on an annual basis.

#### **ARTICLE 6 - DEFINITIONS OF EMPLOYEES**

- 6.1 Regular Full-time Employee: A regular employee is a full-time employee who has served his or 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 served his or 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. Regular part-time employees who work at least fifty percent (50%) of the normal forty (40) hour work week will receive a pro-rated Employer medical contribution. The percentage of hours worked and pro-rated contribution shall be established by budget.
- 6.4 Extra Help: Employees who work for a period of fewer than five (5) months during a calendar year, less than 650 hours per calendar year intermittently, or in a temporary assignment up to a year in projects with an end in sight, during the absence of a regular employee or employment necessitated by work load peaks. This category is inclusive of student, casual, and seasonal employees.
- 6.5 Maintenance Workers' Classification - A-12: Effective April 1, 2020, the Maintenance Workers' Classification A-12 shall be eliminated, and those employees currently under the Maintenance Workers Classification A-12 moved to the classification for Maintenance Tech A-13. Because the duties of the Maintenance Worker and Maintenance Tech are the same, separate classifications are not necessary.

#### **ARTICLE 7 - PROBATIONARY PERIOD**

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

#### **ARTICLE 8 - SENIORITY, LAYOFF, AND RECALL**

- 8.1 Seniority:
- A. "Bargaining Unit Seniority" or similar terms used in this Agreement means all service within the bargaining unit.

- B. "Classification Seniority" or similar terms used in this Agreement means all service within a specific classification.
  - C. For purposes of PTO leave accrual, seniority is determined by an employee's continuous service as an employee of Yakima County.
- 8.2 The County will provide the Union with copies of the seniority list on July 1 of each year or at other mutually agreed-upon dates.
- 8.3 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; however, employees in such categories shall not lose seniority accrued prior to the commencement of the unpaid status.
- 8.4 Ties in seniority shall be broken by lot in a manner mutually agreeable to the parties.
- 8.5 Layoff:
- 8.5.1 The Public Services Director and/or the Board of County Commissioners shall be the sole determiners of when layoffs are necessary. The Employer may lay off employees when such action is determined to be necessary by reason of lack of work, lack of funds, or reorganization of the Public Services Department. The Public Services Director shall have the right to determine by job classification the number of employees to be reduced. The Union will be notified of the specific job classifications in which layoffs will take place and the number of employees in those job classifications who are designated for layoff status.
  - 8.5.2 If the Public Services Director and/or the Board of County Commissioners determines that a layoff is necessary within certain job classifications, then and in that event employees in the affected job classification shall be laid off in the following order:
    - (1) Temporary, seasonal, or casual employees;
    - (2) Probationary employees;
    - (3) Regular part-time and regular full-time employees – Regular part-time and regular full-time employees shall be reduced by laying off the least senior employee within the affected job classification in accordance with the above, provided that the remaining senior employees have the necessary job skills to perform the variety of tasks required of that classification.
    - (4) Employees on leave are subject to layoff procedures



- 8.5.3 **Bumping:** Any employee who is laid off by a reduction in the work force shall have the right to retreat to his last previously held job classification by "bumping" the least senior employee within that classification, provided that the retreating employee is more senior than the least senior employee. A laid off employee may only retreat to or bump into a position having a pay band equal to or lower than the employee's existing pay band. A retreating employee shall maintain his seniority and be paid at the wage range of the lower classification to which he is retreating at a level which shall be determined by the accumulation of his seniority in both positions (*i.e.*, the position he was laid off from and the position he is retreating to). An employee "bumped" by a retreating employee shall have the right to also retreat in compliance with the preceding procedure. Employees shall be provided with thirty (30) calendar days' notice of their lay-off status except in the event of an emergency. A copy of the notice shall be provided to the Union.
- 8.5.4 **Recall:** In the recall of employees, the last person laid off in the job classification will be recalled first, provided that said employee is qualified to perform the work needed in a satisfactory manner. Employees laid off will be eligible for recall for a period of one (1) year from the date of lay off. Employees shall notify the Employer, in writing, of their current address. An offer of recall shall be in writing and sent by certified mail to the last known address of the employee. A copy of the offer of recall shall be provided to the Union. The employee is deemed to have received notice within three (3) working days after the County mailed said notice. An employee so notified must indicate his or her acceptance of said recall within five (5) calendar days of receipt of notice and shall be back on the job within five (5) calendar days of acceptance of said offer or forfeit all recall rights under this article.
- 8.5.5 An employee recalled within twelve (12) months after layoff will have his previously accrued seniority prior to layoff restored; however, no time will accrue during the period in which the employee was on a layoff status.
- 8.6 **Annual Bids:** The Employer shall post all available shifts in December and, in seniority order, the bargaining unit shall bid the available shifts. All bids must be completed by December 31. The effective date of the new shift bid shall be the first full week in January.

## **ARTICLE 9 - JOB POSTING AND SELECTION**

- 9.1 **Job Posting:** The Public Services Director shall be the sole determiner as to the need or necessity to fill any vacancy or new position.
- A. If the Public Services Director determines the need to fill a vacancy or new position, the opening will be posted as follows:
- 1) The Public Services Director will provide notice to Public Services Solid Waste Division employees who are in the same job classification about the vacant position. Those employees may indicate in writing their desire to fill the vacancy. If two (2) or more employees wish to transfer, the transfer shall be

given to the most senior employee. Once the vacant position has been filled by the most senior interested employee, there will be no further changes internally regarding the filling of any other vacancies. This is commonly referred to as “one and done”. This approach and transfer/assignment has a duration until the next annual bid. At that time, employees are eligible to bid on positions based on seniority. For example, if an employee retires in May, then the “one and done” filling will occur and exist from May until the December annual bid. At the annual bid all positions are open based on seniority.

- 2) In regards to the position vacated based on 1) above (one and done), the vacated position will be filled by way of the normal recruitment process whereby the position is posted simultaneously for all county employees and external applicants via advertising for a period of seven (7) to fourteen (14) days by the Human Resources Department. The Human Resources Department provides a copy of the posting to the Union. Solid Waste employees within the same job classification as the vacancy are not permitted to apply (if allowed would result in mini shift selections creating a ripple effect which is very challenging for management to address and is an inefficient disturbance of the pattern of work for existing scheduled employees).
- 3) If a vacancy occurs in a position with the same job classification and minimum requirements of a prior job announcement, the Public Services Director may select a candidate from the applicant pool from the previous recruitment. The vacancy must occur within ninety (90) days of the closing date of the previous job announcement.

- B. The Public Services Director or designee will provide notice to Solid Waste Division employees to allow one and only one most senior employee, who indicates in writing, their desire to transfer to the vacant position within the job classification.
- C. Once the most senior employee has been transferred into the vacant position, the Department will post the backfill position externally. External posting will allow other County employees outside of the vacant job classification to apply for the position.
- D. Current Solid Waste Division employees in the same job classification as the vacant position will not be eligible to apply.
- E. The new employee selected to fill the posted position will remain in said position until the shift bidding timeframe is open.
- F. Shift bidding selections will remain in place for one year.

9.2 Selection: The Public Services Director or designee shall have the right to select the applicant for the available position. Applicants must meet the minimum qualifications set forth in the classification description, all established legal requirements for incumbency to the vacant position, and possess sufficient knowledge, skills, abilities, and experience to satisfactorily

perform the duties of the position.

- A. Public Services employees shall be given first consideration to fill vacant positions. First consideration shall mean that all employees who apply for and meet minimum qualifications shall be granted entrance into the oral interview, written and/or field exercise.
- B. Applicants interviewed will be evaluated on the basis of knowledge, skills, abilities, experience, and prior work performance with Yakima County (if applicable). If, in the Public Services Director's judgment, the ability and qualifications of a bargaining unit employee and another applicant are equal, the bargaining unit employee shall be selected. If, in the Public Services Director's judgment, the ability and qualifications of two (2) or more County employees are equal, the senior employee shall be selected. The Public Services Director will explain the hiring decision to an unsuccessful bargaining unit employee at the request of the employee.
- C. In the event that an employee selected by the Public Services Director to fill an available position does not elect to accept the position, then, and in that event, the next qualified applicant shall be selected to fill said position.
- D. During the first thirty (30) days of the work performance trial period, employees will be permitted to return to their former position. During the six (6) month work performance probation period, employees will be permitted to return to their former classification and increment if they cannot perform satisfactorily in the new classification, or by mutual agreement by the employee and the Public Services Director, provided there is a position available. If there is no position available, said employee shall be placed on recall status in accordance with the provisions of the layoff article.

#### **ARTICLE 10 - SICK LEAVE/EXTENDED SICK LEAVE (ESL)**

##### 10.1 Definitions:

- A. "Adult child" means a child who is eighteen years of age or older.
- B. "Brother" means a male having the same parent as an employee.
- C. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*.
- D. "Grandparent" means a parent of a parent of an employee.
- E. "Immediate family" means persons related to the employee by blood or marriage or legal adoption, specifically and limited to wife, husband, registered domestic partner, parent, parent-in-law, grandparent, brother, sister, child, stepchild, grandchild or step-grandchild of the employee; not aunt, uncle, cousin, niece, or nephew, unless living in the employee's household.

- F. “Minor child” means a child who is under eighteen years of age.
- G. “Parent” means a biological or adoptive parent of an employee or an individual who stood *in loco parentis* to an employee.
- H. “Parent-in-law” means a parent of the spouse of an employee.
- I. “Sister” means a female having the same parent as an employee.
- J. “Spouse” means a husband or wife of an employee, as the case may be or a state registered domestic partner.
- K. “Health condition that requires treatment or supervision” means:
  - 1) Any medical condition requiring treatment or medication that the child cannot self-administer;
  - 2) Any medical or mental health condition which would endanger the child’s safety or recovery without the presence of a parent or guardian; or
  - 3) Any condition warranting treatment or preventative health care such as physical, dental, optical, or immunization services when a parent must be present to authorize and when sick leave may otherwise be used for the employee’s preventative health care.
  - 4) “Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves any period of incapacity or treatment connected with inpatient care (*i.e.*, an overnight stay) in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment or recovery in connection with such inpatient care; or that involves continuing treatment by or under the supervision of a health care provider or a provider of health care services and which includes any period of incapacity (*i.e.*, inability to work, attend school, or perform other regular daily activities).
  - 5) “Emergency condition” means a health condition that is a sudden, generally unexpected occurrence or set of circumstances related to one’s health demanding immediate action, and is typically very short term in nature.
  - 6) “Incapable of self-care” means that the individual requires active assistance or supervision to provide daily self-care in several of the “activities of daily living” (ADLs) or “instrumental activities of daily living (IADLs). Activities of daily living include adaptive activities such as caring appropriately for one’s grooming and hygiene, bathing, dressing, and eating. Instrumental activities of daily living include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephone and directories, using a post office, etc.

- 7) “Physical or mental disability” means a physical or mental impairment that limits one or more activities of daily living or instrumental activities of daily living.

10.2 Historical Sick Leave Program: Prior to January 1, 2013, sick leave was earned by regular full-time employees of Yakima County at the rate of one (1) working day (up to a maximum of 8 hours) for each month of completed service. One working day is equivalent to eight (8) hours for employees working a total of forty (40) hours per week. Regular part-time employees earn sick leave on a pro-rated basis according to the hours budgeted for the position. Sick leave was available to the employee after having served one (1) consecutive month of employment. Effective January 1, 2013, sick leave ceased to accrue.

- A. Employees who have a zero sick leave balance at the end of the month do not accrue sick leave for the following month until they have worked through the 15<sup>th</sup> of the following month.

10.3 Accrual: Employees earn a day of sick leave for their first month of employment if they are placed on the payroll on or before the fifteenth (15<sup>th</sup>) of the month and actually work continuously through the rest of that month. Terminating employees do not receive leave credit for the month in which they terminate unless they actually work continuously through the fifteenth (15<sup>th</sup>) of the month. Effective January 1, 2013, sick leave banks will be frozen and sick leave hours will cease to accrue.

10.4 Sick leave is cumulative to a total of one hundred twenty (120) working days (960 hours), after which time, sick leave shall lapse month by month. At no time may an employee have more than one hundred twenty (120) days (nine hundred sixty (960) hours) of sick leave due.

10.5 Computation of Payment: Sick leave absences shall be charged at the rate of one quarter (1/4) hour of sick leave for each quarter 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 except in the case of death or retirement under the County’s PERS or LEOFF retirement systems. Upon retirement, twenty-five percent (25%) of all the employee’s accumulated sick leave shall be paid to the employee’s MSA VEBA. Upon death, twenty-five percent (25%) of all of the employee’s accumulated sick leave shall be paid to the employee’s estate. Payment of accumulated sick leave is based on the employee’s April 1, 2017, base hourly rate.

10.6 Use: Sick leave may not be taken before it is accrued. Sick leave may be taken for any of the following reasons:

- A. An employee’s illness, injury, or temporary disability that incapacitates the employee

to the extent that work can no longer be performed.

- B. An employee's doctor appointment.
  - C. Doctor appointments for an employee's minor child.
  - D. Doctor appointments for an employee's adult child who is "incapable of self-care" because of a "physical or mental disability."
  - E. To care for an employee's minor child with a "health condition that requires treatment or supervision" by the employee or an employee's adult child who is "incapable of self-care" because of a "physical or mental disability" with a "health condition that requires treatment or supervision" by the employee.
  - F. To care for an employee's spouse, registered domestic partner, parent, parent-in-law, or grandparent who has a "serious health condition" that requires treatment or supervision by the employee or an "emergency condition."
  - G. To care for an employee's brother, sister, step-brother, step-sister, grandchild, or step-grandchild with a "serious health condition" requiring the attendance of the employee. The use of sick leave in this case shall be limited to a maximum of three (3) days of sick leave for each occurrence.
  - H. To care for an employee's aunt, uncle, cousin, niece, or nephew living in the employee's household with a "serious health condition" requiring the attendance of the employee. The use of sick leave in this case shall be limited to a maximum of three (3) days of sick leave for each occurrence.
  - I. For bereavement leave for a death in the immediate family. The use of sick leave for bereavement leave shall be limited to a maximum of five (5) days of sick leave for each occurrence.
- 10.7 In the case where an employee is receiving industrial insurance time loss payments due to an on-the-job injury, an employee may request the use of sick leave to compensate for the difference between industrial insurance compensation and full pay. In this case, the employee shall submit evidence of the amount of industrial insurance payment received.
- 10.8 Employees may only use the actual number of days sick leave accumulated.
- 10.9 Sick leave cannot be claimed by an employee on PTO leave or compensatory time unless the employee immediately notifies the Employer of the illness. Upon return to work, the employee may be required by the Director of Public Services or his designee(s) to present a written doctor's certification stating the nature, extent, and length of the illness.
- 10.10 Reporting: An employee, who for any reason must take sick leave shall notify his or her immediate supervisor or Department Head as soon as possible.

10.11 Extended Sick Leave (ESL): Effective January 1, 2013, the ESL bank will be implemented.

10.11.1 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 be shown as two (2) hours each pay period/pay cycle. Regular part-time employees earn ESL on a pro-rated basis according to the hours budgeted for the position.

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

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

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

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

10.11.4 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.

10.11.5 **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.

10.11.6 **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.

10.11.7 **USE.** ESL may be taken under the following conditions:

10.11.7.1 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.

10.11.7.2 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 if the employee has been absent more than three (3) consecutive days due to the employee's injury or illness. All releases will be presented to the Human Resources Department.

10.12 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 of any person for a period of more than three (3) consecutive days.

10.13 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/ESL to compensate for the difference between time loss compensation and full pay for the period of time loss.

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

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

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

<p><b>Example:</b> Monthly ESL accrual = 4 hours <b>First pay cycle:</b> 2 hours (earned at end of pay cycle = 15<sup>th</sup> of the month) <b>Second pay cycle:</b> 2 hours (earned at end of pay cycle = last day of the month)</p>
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## **ARTICLE 11 - MATERNITY LEAVE**

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

## **ARTICLE 12 - MILITARY LEAVE**

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

## **ARTICLE 13 - LEAVES OF ABSENCE**

- 13.1 Leave Without Pay: Upon written receipt of a request for leave of absence, the Public Services Director may grant a "Leave Of Absence without Pay" not to exceed six (6) months. Approval, if granted, shall be provided to the employee in writing. An extension of an approved leave of absence without pay for medical or educational purposes may be granted at the discretion of the Public Services Director and approval of the Union. Upon expiration of an approved leave of absence without pay, the employee shall be reinstated in the position held at the time the leave was granted. The provisions of this section shall not override or interfere with the Employer's obligations and responsibilities under federal or state laws or regulations such as the ADA, FMLA, or WLAD.
- 13.2 An employee on authorized leave of absence without pay may elect to continue to participate in the County's medical and life insurance plan. Full cost of the coverage, to include both Employer and employee shares, shall be paid by the employee. Such payment shall be made in advance for each month or portion thereof for which the employee is absent.

Beginning July 1, 2020, LWOP affects accrual anniversary dates and continuous service dates. The Workday program will address LWOP as follows:

- A. If an employee is compensated for at least one-half (1/2) of the employee's scheduled work hours/cycle, the employee will receive the full allotment of accruals for that period.
- B. If an employee is receiving LWOP for more than one-half (1/2) of the employee's scheduled work hours/cycle, he or she will not receive the accruals for that period.

Employees receiving LWOP will not accrue banked time, with the following exceptions:

1. If the employee is on FML and LWOP, the employee will earn accruals; and
2. If an employee is receiving Workers' Compensation, the employee will earn accruals.

#### **ARTICLE 14 - COMPENSATION FOR WITNESS OR JURY DUTY**

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

#### **ARTICLE 15 - PAID TIME OFF (PTO)**

- 15.1 **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.
- 15.2 **Accrual:** Employees earn PTO leave on a prorated basis based on their date of hire following the chart below in 15.3. 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 (three hundred twenty (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.

- 15.3 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:

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

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

- A. 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.
- B. PTO leave must be requested in advance and is subject to the approval of the Director of Public Services or his designee, provided said PTO leave will not be unreasonably denied.
- C. With the approval of the Director of Public Services or his designee(s), an employee may take any portion of their PTO leave at any time, provided that such employee shall not be permitted to use PTO leave in excess of their accrued balance. Any leave taken prior to accrual of such leave shall be considered as an unauthorized absence from work and may subject the employee to disciplinary action as well as deduction from the employee's monthly paycheck.

15.5 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.

- A. The recipient employee must:
  - 1) Have an extraordinary or serious illness or injury, or
  - 2) 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
  - 3) Have depleted or shortly will deplete all leave reserves (PTO leave, sick leave or compensatory time); and

- 4) Have diligently attempted to accrue sick leave; and
  - 5) Not be eligible for industrial insurance or other disability leave benefits.
- B. PTO leave contributions made to an employee under sub-paragraph 2), above, shall not exceed the actual amount of contribution necessary to cover any unpaid leave of absence while the employee is on FMLA leave.
- C. The donating employee may not request a transferred amount that would result in his or her leave balance falling below ten (10) days. The Human Resources Department shall administer this provision.
- 15.6 Paid Time Off (PTO) Leave. Subject to Workday implementation, this provision shall be inclusive of PTO, Extended Sick Leave (ESL), and Sick Leave (SL).
- 15.7 Pro-rated Accruals. Effective beginning July 1, 2020, and consistent with the semi-monthly (twice per month) pay schedule, accruals for the above-mentioned leave banks are calculated in two equal parts: One-half of the accrual in the first pay cycle, and the second one-half of the accrual in the second pay cycle. The employee's accrual rate will determine the two halves.

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

**ARTICLE 16 - HOLIDAYS**

- 16.1 Regular employees shall have the following specified holidays off with regular rates of pay as follows:

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

- 16.2 If a holiday occurs on a scheduled day off, the employee shall be given in lieu thereof the preceding scheduled work day if the holiday occurs on a Wednesday, Thursday, Friday, or Saturday; or the following scheduled work day if the holiday occurs on a Sunday, Monday, or Tuesday.

- 16.3 Employees may be required to work holidays or the day preceding or following a holiday to maintain service to the public. In such case, employees shall choose their holiday by classification seniority.
- 16.4 Should an employee be called to work on any of the above holidays, said employee, in addition to their holiday pay, shall receive pay at the rate of time and one-half (1-1/2).
- 16.5 When an employee is working a regular schedule of four (4) ten (10) hour days when a designated holiday occurs, then he/she will be credited with ten (10) hours of holiday time. When an employee is working a flexible work schedule when a holiday occurs, then he/she will be credited with holiday time equivalent to the number of hours scheduled to be worked that day.
- 16.6 Regular part-time employees will receive holidays on a pro-rated basis.
- 16.7 The Solid Waste Division is closed on Easter Sunday. Employees scheduled to work on that Sunday will be required to take a vacation day, compensatory time, or Leave without Pay. The Solid Waste Division will be closed on Christmas Eve when Christmas Eve falls on a Saturday or Sunday. Employees scheduled to work on that Saturday or Sunday will be required to take a vacation day, compensatory time, or Leave without Pay.

#### **ARTICLE 17 - HOURS OF WORK AND OVERTIME**

- 17.1 Regular Hours: Regular hours of work during a work day shall be consecutive except for interruptions for the rest and lunch periods. Reference to consecutive hours of work shall be construed to include rest and lunch periods.
- 17.2 Definitions:
- A. Work Week: The work week shall normally consist of forty (40) working hours in any given seven (7) day period.
  - B. Work Day: Any combination of consecutive hours of work in a twenty-four (24) hour day.
  - C. Work Schedule: A specified arrangement of work days at a specified work site or sites in a seven (7) day period.
- 17.3 Flexible Work Schedule: The Employer, upon mutual agreement with an employee and the Union, may institute a flexible work schedule.
- A. When the Employer and employee agree to change work schedules from a normal work schedule to a flexible work schedule, then the change will commence at a mutually agreeable time.

- B. When the Employer or employee determines it is necessary to alter or change work schedules from a flexible work schedule back to a normal work schedule, then the party requesting the change shall give five (5) working days notice to the other party.
- C. The Employer will provide written notice to the union of any change to or from a flexible work schedule.

17.4 Scheduling:

- A. The Employer has the right to determine an employee's workweek and to schedule crews to work shifts. Employees shall start at a designated location at a fixed time as determined by the Employer. Shifts and starting times will be posted in the appropriate lunchroom or scale house on the employee bulletin board.
- B. Shifts shall be selected annually per Section 8.6 in accordance with the order provided in Paragraph C.
- C. The employees shall select their shift in order of classification seniority within each classification in compliance with the following:
  - 1) Full-time employees shall select their work shift from the full-time employees' open shifts in order of Solid Waste Division classification seniority.
  - 2) Regular part-time employees shall select their shift from the part-time employee's open shifts in order of Solid Waste Division classification seniority.

17.5 Lunch and Rest Periods:

- A. Employees will be allowed a meal period of at least thirty (30) minutes commencing no fewer than three (3) hours nor more than five (5) hours from the beginning of the employee's work day. Meal periods shall be on the Employer's time when the employee is required to remain on duty or at a prescribed work site.
- B. An employee who works three (3) or more hours beyond his or her normal work day will be allowed a thirty (30) minute meal period prior to or during this period.
- C. Employees shall be allowed a rest period of fifteen (15) minutes per four (4) hours of work time. Rest periods will be on the Employer's time and will be scheduled as near as possible to the mid-point of each half work day period.

17.6 Work Day Cancellation: If the Employer cancels a work day or portion thereof for extreme weather condition or the safety of the employees, then the Employer makes the following provisions:

- A. If notice of cancellation is given to the employee(s) anytime during the previous day, then no compensation is due for said cancellation; or
  - B. If notice of cancellation occurs during the first half of a regular work day, then said employee(s) shall be paid as if having worked one-half the regular workday; or
  - C. If notice of cancellation occurs during the second half of a regular work day, then said employee(s) shall be paid as if having worked the entire regular work day.
- 17.7 Schedule Changes: The Employer may make scheduling changes as provided below:
- A. Schedule changes lasting more than six (6) months may be made by the Employer, provided employees are allowed to select shifts in accordance with Section 17.4.C.
  - B. Short term schedule changes lasting six (6) months or less may be made with five (5) working days' notice to the affected employee except if the five (5) working days notice is mutually waived by the employee and supervisor, or where the change is due to the absence of an employee due to resignation, termination, or use of leave, in which case as much notice as reasonably possible will be made to the affected employee. Short term schedule changes will be made in writing to the affected employee.
- 17.8 In the event an employee is required to report to work to a location other than his normal work site without receiving five (5) days notice, the Employer will either provide a county vehicle or will pay mileage from the normal worksite at the current IRS reimbursement rate until the five (5) day notice requirement is met.
- 17.9 In case of an emergency, the Employer may make schedule changes as necessary without discussion with the Union or notice to the employees. The Union will be notified as soon as possible thereafter.
- 17.10 Overtime: Employees shall be compensated for all authorized hours worked in excess of (40) hours in a work week at time and one-half times their regular straight time hourly rate of pay. An employee who works overtime may be compensated either by pay or compensatory time off at the employee's option. For purposes of overtime threshold, work performed shall also include PTO, sick leave, holiday leave, and compensatory time, but not WPSL.
- 17.11 Compensatory time off is subject to prior approval of the Director of Public Services or his designee(s) based on work requirement. Compensatory time may be accrued to a maximum of sixty (60) hours. Any time accrued in excess of sixty (60) hours will be paid for at the applicable rate. Each calendar year, employees will be allowed to carry forty (40) hours of compensatory time accrued into the next calendar year.
- 17.12 Callout: An employee who is required to return to work after having completed his regular shift, and having left the premises, shall be paid for a minimum of two (2) hours at the applicable rate. Only time actually worked shall apply for overtime purposes.

17.13 Out of Classification Work: Workday was implemented July 1, 2020, thus employees, while assigned by the Department Head and while performing responsibilities and duties of a higher classification for any reason for four (4) hours or more in any one day, said employee will be paid as follows:

- a. When an employee is assigned to work in a job classification that is one (1) classification higher than his or her own for four (4) hours or more in any one day, the employee shall be paid at a seven and one-half percent (7.5%) flat rate.
- b. When an employee is assigned to work in a job classification that is two (2) classifications higher than his or her own for four (4) hours or more in any one day, the employee shall be paid at a fifteen percent (15.0%) flat rate.
- c. When an employee is assigned to work in a job classification that is three (3) classifications or higher than his or her own for four (4) hours or more in any one day, the employee shall be paid at a maximum twenty percent (20.0%) flat rate cap.
- d. The language outlined in this section 17.13 was effective July 1, 2020. Departments that wished to continue the out of class assignment submitted a new request to continue the assignment for July 1, 2020, and going forward. Employees continuing such assignments will not be subject to a new eligibility period.

17.14 Voluntary Overtime: The Employer will notify eligible employees of anticipated available overtime. Assignment of such overtime will then be made by the Employer or his or her designee on a classification seniority basis. Employees may request in writing that their name not be included on the voluntary overtime list.

### **ARTICLE 18 - DISCIPLINE**

18.1 The Public Services Director or designee may discipline an employee for just cause. Illustrative examples of just cause are provided in Section 2.70.110, paragraph A, of the Yakima County Personnel Rules and Regulations, which is not intended to provide an all inclusive list of actions constituting just cause. Discipline shall be carried out in a manner which is least likely to embarrass the employee before other employees or the public. Notice of disciplinary action shall be given within thirty (30) calendar days of knowledge of the incident or thirty (30) days after the Employer has completed the investigation of the incident. A Loudermill Hearing constitutes part of the Employer's investigation.

18.2 The disciplinary actions which the Public Services Director or designee may take against an employee include the following:

- A. Oral reprimand;
- B. Written reprimand;
- C. Suspension from work without pay;



- D. Demotion;
  - E. Discharge or termination.
- 18.3 The disciplinary action is taken dependent upon the seriousness of the affected employee's conduct. The Director or his designee may, but is not required to, utilize progressive discipline where the circumstances warrant imposition of a more severe form of discipline.
- 18.4 The Public Services Director or designee may discharge or terminate an employee for just cause. The Public Services Director shall make available the specified charges in writing at least one (1) working day prior to the effective date of the action, unless 18.4 of this Article is applicable. The Public Services Director or designee shall notify the Union of said discharge or termination for just cause.
- 18.5 When the Public Services Director or designee determines that circumstances are such that the retention of the employee will likely result in disruption of County programs, damage to, or loss of County property, or be injurious to the County employee, fellow employees, members of the public, and or services provided by the County, the Public Services Director or designee may discharge or terminate the employee immediately. In such cases, written notice of the disciplinary action shall be made available to the employee by the County not later than one (1) working day after the action became effective.
- 18.6 The Public Services Director or designee may suspend an employee for cause as specified in this Article. An employee may not be suspended for more than thirty (30) working days.
- 18.7 In cases of suspension, the specific charges and duration, where applicable, shall be made available to the employee and the Union in writing by the County not later than one (1) working day after the action became or becomes effective.
- 18.8 Untimely notice of disciplinary action shall not affect the validity of said disciplinary action.
- 18.9 Employees shall be apprised of charges or complaints by a third party which the County may consider damaging to the employee's work record. If the County initiates formal disciplinary action, not including investigating action in response to third party allegations, specific information in said allegations shall be made available to the employee.
- 18.10 Administrative Leave: At the discretion of the Public Services Director, an employee may be placed on Administrative Leave with pay and benefits pending investigation of allegations of misconduct, when the nature of the allegation compromises the ability of the employee to perform his or her duties. Administrative Leave with pay is not a disciplinary action. If the charges are substantiated, disciplinary action will be taken in accordance with the nature of the offense. If the charges are unfounded, the employee will be restored to duty and provided a letter of exoneration. While on administrative leave with pay, the employee must remain available for contact during regular work hours if needed. The employee must provide management with current contact information and inform management of any changes to contact information as soon as possible.

## ARTICLE 19 - GRIEVANCE PROCEDURE

- 19.1 Crucial to employee morale and productive work relations between the parties is a fair and just resolution of both parties' grievances.
- 19.2 A grievance is defined as a violation or dispute involving the interpretation, application or alleged violation of provisions of this Agreement.
- 19.3 A grievance may be presented by an employee, the Union, or the Employer.
- 19.4 Each grievance must be submitted in accordance with the following procedure within the time frame set forth. If the grievance is not submitted in conformance with the procedure and in a timely manner, then the grievance shall be considered forever waived and lost. Each grievance must specify the relevant facts, the specific sections of the Agreement alleged to have been violated and a clear expression of the remedy sought. All time limits may be extended by mutual written agreement.
- 19.5 The grievance procedure shall be as follows:

Step 1: An employee shall discuss his or her alleged grievance with the immediate supervisor within seven (7) working days of the occurrence of the alleged grievance. The employee may request the presence of a Union representative from his or her duty station at the meeting. The immediate supervisor shall respond within seven (7) working days. If the grievance is a result of action taken by the employee's immediate supervisor, or when mutually agreeable by both parties, the grievance may be presented at Step 2, below.

Step 2: If the alleged grievance is not satisfactorily resolved at Step 1, then within ten (10) working days of the date the response is due in Step 1, the grievance shall be presented, in writing, to the Director of Public Services. The Director of Public Services may request a meeting for discussion of the issues at this step. If the Director of Public Services does not call for a meeting then a written response will be issued within ten (10) working days of the date of submission at Step 2. If the Director of Public Services calls for a meeting, the meeting shall be scheduled within ten (10) working days of the date of submission, and a written response shall be issued within ten (10) working days from the date of meeting.

The Employer has a right to file a grievance against the Union and/or employee(s). The Employer's grievance shall be in writing and shall be submitted to the Union Representative within ten (10) working days of the occurrence of the alleged grievance. Thereafter, the Union Representative shall respond in writing to the Employer within ten (10) working days after receipt of the grievance.

Step 3: If the alleged grievance is not satisfactorily resolved at Step 2, then within ten (10) working days of the response date in Step 2, a written grievance by the Union or the Employer shall be presented to the Board of County Commissioners. The Board of

County Commissioners shall, within twenty (20) working days after receipt of the grievance, hold a hearing and after such hearing respond in writing within twenty (20) working days.

Step 4:

- (a) Final and Binding Arbitration: If the grievance has not been resolved, either party may submit the grievance to arbitration within ten (10) working days from the response in Step 3. Failure to timely appeal the grievance shall render final and binding the decision established in Step 3. The request shall specifically identify the issue(s) related to the grievance as previously established during the original filing of said grievance.
- (b) Arbitrator – Selection: After timely notice, the parties will select an arbitrator. If possible, an arbitrator will be selected within twenty (20) calendar days after receipt of the grievance at Step 4 by requesting that the Federal Mediation and Conciliation Service (FMCS) or the Public Employment Relations Commission (PERC) submit a list of seven (7) names from the register of whichever agency is agreed upon by the parties. Both the Employer and the Union shall have the right to alternately strike three (3) names from the list one at a time. The party requesting arbitration shall strike the first name. The remaining name shall be the arbitrator.
- (c) Decision - Time Limit: The arbitrator shall hear the matter at the earliest possible date. After completion of the hearing, a written decision shall be entered within thirty (30) calendar days, unless an extension of time is agreed upon.
- (d) Limitation, Scope and 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 power of the arbitrator shall be limited to interpretation of or application of the terms of this Agreement or to determine whether there has been a violation of the terms of this Agreement by either the Employer or the Union and or employee(s).
  - iii. The arbitration shall be conducted in accordance with PERC rules.
  - iv. Decisions regarding changes in past practices shall be advisory only and not binding on the parties.
- (e) Arbitration Award - Damages – Expense:

- i. Arbitration awards shall not be made prior to the date of the occurrence upon which the grievance is based. The arbitrator shall not have the authority to award punitive damages.
- ii. Each party hereto shall pay the expenses of their own attorneys, representatives, witnesses, and other costs associated with the presentation of their case. The parties shall equally share the cost of billing of the arbitrator.

## **ARTICLE 20 - MEDICAL BENEFITS**

- 20.1 Effective January 1, 2020, the Employer contribution towards the premium cost will be up to a maximum of Nine Hundred Twenty-Six Dollars (\$926.00) per month.
- 20.2 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.
- 20.2.1 Regarding the provisions of Article 20, 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.
- 20.2.2 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. The UEBT (A6) (medical), the Washington Teamsters Welfare Trust Dental (Plan B), and UEBT V3 (Vision), shall be the only plan available to members of the bargaining unit. Eligibility for coverage requires a minimum of 40 hours of compensation per month.
  - B. The maximum Employer contribution towards the premium is specified in Section 20.1 above, and the employee shall pay the difference between the Employer maximum contribution and the total premium rate.
- 20.3 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 Twenty-Six Dollars (\$926.00) 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.**

20.3.1 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.

20.4 The medical benefits package is subject to the provisions and actions of the Yakima County Employee Benefit Committee.

20.5 Regular part-time employees who work at least fifty percent (50%) of the normal forty (40) hour work week will receive a pro-rated Employer medical contribution. The percentage of hours worked and pro-rated contribution shall be established by budget. Regular part time employees who work an average of thirty-seven and one-half (37.5) regular (straight time) hours per week over the course of a calendar year, or a minimum of 1,950 regular hours in a calendar year, shall have their FTE (full time equivalent) status set at ninety-four percent (94%) (0.94) and be eligible for the maximum Employer contribution during the following calendar year. For the purposes of this section only, regular hours shall include all hours covered by the employee's assigned work schedule (including approved PTO, sick leave, and paid holidays), plus additional straight time hours actually worked by the employee as a floater or backup employee.

**ARTICLE 21 - RETIREMENT - INDUSTRIAL ACCIDENT INSURANCE-  
WESTERN CONFERENCE OF TEAMSTERS TRUST CONTRIBUTIONS**

21.1 The Employer shall pay into the appropriate employees' retirement program (Social Security and FICA) and Industrial Insurance (Workers Compensation) at the prescribed rate and as required by law.

Western Conference of Teamsters Pension Trust: Effective January 1, 2017, the Employer shall pay each month into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit, for each compensable hour that is paid to them.

<b>Pay Band</b>	<b>Contribution Rate</b>
A12	\$0.75
A13	\$0.75
B21	\$0.53
B22	\$0.79
B23	\$0.80
B25	\$1.29
C41	\$0.42

- 21.2 If, during the life of this Agreement, the Trust completes the process to allow pension payment to be deposited via electronic transmittal, Yakima County will have the opportunity to participate in the program.
- 21.3 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 22 - PERSONAL PROTECTIVE EQUIPMENT**

- 22.1 The Employer recognizes that worker health and safety within the Solid Waste Division is of the utmost importance. Personnel within certain classifications must be equipped appropriately when working in a municipal solid waste environment and must present a neat and clean appearance to the general public.
- 22.2 Employees within the classifications of Heavy Equipment Operator, Road Maintenance Technician, Maintenance Worker, and Maintenance Technician will wear the following Personal Protective Equipment in accordance with established Solid Waste Division policy:
- a. Steel Toed Boots or equivalent
  - b. Gloves – Cotton, Leather and/or Chemical Resistant
  - c. Coveralls when deemed necessary (light weight for warm weather and heavy weight for cold weather)
  - d. Safety Vests
  - e. Ear Protection
  - f. Safety Glasses, clear and tinted
- 22.3 Employees within the classification of HHW Program Specialist will wear the following Personal Protective Equipment in accordance with established Solid Waste Division policy:
- a. Non-conductive, non-static Steel Toed Boots or equivalent
  - b. Gloves – Cotton, Leather and/or Chemical/Water Resistant
  - c. Coveralls (light weight for warm weather and heavy weight for cold weather)
  - d. Safety Vests
  - e. Ear Protection

- f. Safety Glasses
  - g. Respiratory Protection in accordance with the Yakima County Respiratory Protection Program
- 22.4 Employees are responsible for keeping their personal protective equipment in clean, good working condition and to report damage immediately to the Employer.
- 22.5 The Employer will provide personal protective equipment to the job classifications as listed above at no cost to the employees. The Employer will pay for the laundering of coveralls for employees working in the Household Hazardous Waste Facility. The Employer will provide up to a maximum of Two Hundred Dollars (\$200.00) per year for steel-toed boots or equivalent, subject to receipts being submitted. Effective in 2021, the Employer will increase boot allowance from Two Hundred Dollars (\$200.00) per year up to a maximum of Two Hundred Fifty Dollars (\$250.00) per year for steel-toed boots or equivalent, subject to applicable taxes and deductions. The 2021 steel-toed boot allowance will be paid in the pay cycle following a fully signed contract by all parties to only those employees who have not yet received boot allowance payment in 2021. The 2022 steel-toed boot allowance will be paid in the February 25, 2022 paycheck. All newly hired employees will receive their steel-toed boot allowance payment within the first paycheck following hire date. Periodic replacement of the equipment will be determined by the Employer.
- 22.6 Personal protective equipment supplied by the Employer shall remain the property of the Employer and shall be utilized for Solid Waste Division work purposes only.
- 22.7 Employees will adhere to all required safety rules and standards for use and care of protective equipment. Failure/refusal to adhere to those standards may result in disciplinary actions. As an example, if an employee showed up to work without proper safety equipment, management would send the employee home to retrieve proper equipment. If this occurred a second time, the Employer may choose to discipline the employee, including not paying for the time during which the employee was absent from work obtaining proper safety equipment.
- 22.8 Employees whose job classification falls under the County's Hearing Conservation Program are required to participate in the annual audiology testing.

### **ARTICLE 23 - GENERAL PROVISIONS**

- 23.1 No employee shall be unlawfully discriminated against for upholding Union principles and activities, provided such activities do not interfere with the employee's duties.
- 23.2 Union Investigation and Visitation Privileges – The Business Representative of the Union will notify the Employer or his or her designee and coordinate investigation or on-site visitations with the Employer. The representative shall limit his or 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.
- 23.3 Teamsters Local No. 760 shall be entitled to the use of the employee bulletin board at each of

- the Employer work locations.
- 23.4 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.
- 23.5 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.
- 23.6 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.
- 23.7 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.
- 23.8 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.
- 23.9 Mileage Reimbursement: Mileage reimbursement at the time of implementation of this Agreement shall be at the current IRS rate. Provided, however, if the IRS 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.
- 23.10 Collective Bargaining: Recognizing the parties are mutually served by effective collective bargaining, the Employer will allow two (2) bargaining unit employees to attend scheduled collective bargaining sessions on work time. The Employer may approve additional staff to attend, if necessary.
- 23.11 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 or her paycheck on a monthly basis for all months worked. The phrase “months worked” excludes any month other than a month in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number, and the amount deducted from that employee's



paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the monthly payroll deduction plan.

#### **ARTICLE 24 - EQUAL EMPLOYMENT OPPORTUNITY**

- 24.1 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, mental, physical, sexual orientation, or sensory handicap, except as allowed or provided by law.

#### **ARTICLE 25 - PERSONNEL FILES**

- 25.1 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 Public Services Department. It is further agreed that the information in an employee personnel files shall not be released to outside groups without the approval of the Employer except under proper Court order or as required by law.
- 25.2 An employee shall be notified and receive a copy of material placed in his or her personnel file relating to job performance or personal character within ten (10) calendar days of such action.
- 25.3 After three (3) years, an employee may request to have letters of reprimand expunged from the employee's file provided that no other disciplinary action of a similar nature has taken place or is in process. Such requests shall be in writing to the Public Services Director. Any letter requesting removals will remain in the employee's personnel file after the reprimand is removed. If the request is denied, a written explanation will be provided to the employee. An employee may rebut any written warning or written reprimand and such rebuttal shall be attached to the original warning or reprimand unaltered. Any such comments shall be submitted to the Employer within seven (7) calendar days following notice to the employee that the Employer intends to place such material in the employee's file. Suspensions, demotions, and discharges are excluded from the opportunity to expunge.
- 25.4 Upon appropriate request, an employee may inspect his or 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 or 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 26 - SAVINGS CLAUSE**

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

### **ARTICLE 27 - NO STRIKE - NO LOCKOUT**

- 27.1 Strikes, slowdowns, work stoppages, or any other interference with the work by the employees are prohibited.
- 27.2 The Employer may discharge and/or discipline any employee who violates Section 27.1. 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.
- 27.3 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.
- 27.4 No lockout of employees shall be instituted by the Employer.

### **ARTICLE 28 - SALARIES**

- 28.1 The Pay Plan for 2021-2022 is set forth in Exhibit "A," 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.
- 28.2 The Pay Plan Structure for 2021-2022 are described in Exhibit "B," 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.
- A. The Employer will continue to participate in Social Security.
  - B. All employees in the bargaining unit shall be compensated on an hourly basis for hours worked each month.
  - C. The administration of the pay plan contained in this Article shall be conducted by and subject to the determinations of the Yakima County Human Resources Department.

28.2.1 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 (e.g., boot allowances, etc.) shall not be used for the purposes of calculating the six percent (6%) lump sum amount. Only the annual base pay set forth in Exhibit A or B of the 2020 Collective Bargaining Agreement shall be used for these calculations; and,
- (6) Employees who are actively receiving workers compensation indemnity payments starting six (6) months prior to the final signing of this CBA by the parties will be eligible for the lump sum payment; and,
- (7) Employees who receive the lump sum payment less applicable taxes/deductions who end employment **after** receiving said payment shall not be required to repay any portion of the lump sum payment.

28.2.2 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

28.2.3 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 (e.g., boot allowances, etc.) shall not be used for the purposes of calculating the three percent (3%) lump sum amount. Only the annual base pay set forth in Exhibit A or B of the 2020 Collective Bargaining Agreement shall be used for these calculations; and,
  - (6) Employees who are actively receiving workers compensation indemnity payments starting on or after February 1, 2022, will be eligible for the agreed upon lump sum payment on July 25, 2022; and,
  - (7) Employees who receive the lump sum payment less applicable taxes/deductions in the July 25, 2022, paycheck who end employment **after** receiving said payment shall not be required to repay any portion of the lump sum payment.

28.2.4 Regarding all the provisions of Article 28 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.

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

- a. The first pay period will be the 1<sup>st</sup> through the 15<sup>th</sup> of the month.
- b. The second pay period will be the 16<sup>th</sup> through the last day of the month.
- c. Pay for work performed during the first pay period will be issued on the 25<sup>th</sup> of the month.
- d. Pay for work performed during the second pay period will be issued on the 10<sup>th</sup> 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 mandatory direct deposit of all employee paychecks.
- g. Upon request by an employee, opening a payroll debit card with the County's financial institution is available.

- 28.4 Historically, effective in 2018, the task force of bargaining unit representatives and management established in 2017 (established as the 2017 Task Force on Benefits and Salary), as well as the Salary Committee, will be maintained to engage in informational only discussions about the outcome of the survey conducted by the Human Resources Department, addressed in Exhibit “B.” These informational discussions are not to be interpreted nor to be construed to mean that the Employer is agreeing to negotiate about the market survey, comparables, the survey’s provisions and procedures. Each CBA already states that the market survey is for only informational purposes, and there is no obligation on the part of the Employer to negotiate about and implement the results of any survey.
- 28.4.1 Beginning in 2018 with a frequency of every four (4) years, a full/in-depth survey will be conducted by the Human Resources Department using the six (6) comparable counties discussed. The six (6) comparable counties are: Benton, Spokane, Kitsap, Thurston, Whatcom, and Grant. For the in-between years (2019, 2020, 2021), a basic touchpoint will be conducted with the sole purpose of gauging the trend in the market. There were 37 jobs identified by the salary committee and task force to be included in the survey. See attachment for list of jobs. The methodology used for analysis will remain the same as outlined in HR 001 Class and Compensation Policy.
- 28.4.2 In regards to the reference above in section 28.4.1 to the conducting of a full/in-depth survey by the Human Resources Department during 2020, in light of the provisions of section 28.6 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.
- 28.4.3 The Human Resources Department will determine the frequency of meetings with the respective committee and task force members. Notice of meetings will be provided in advance of meetings.
- 28.5 In January 2020, the change in minimum wage was addressed by removing the hourly rate of pay that falls below the State minimum. Increment 1 and increment 2 of the A11 pay plan was discontinued for hiring purposes. The updated pay plan schedule is available on the County’s website.
- 28.6 Starting in 2021 and ending in 2022, the Employer will be conducting, through the Human Resources Department, a comprehensive study of the current job classification (DBM) and pay 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 28.4. This task force will engage in informational discussions which shall not to be interpreted nor construed to mean that the Employer is agreeing to negotiate about the methodologies used to conduct the comprehensive study but rather the task force will engage in information discussions about the outcomes of the study

and analysis. The purpose of the comprehensive study is to determine whether the current job classification (DBM) and pay plan system can be improved or whether a new job classification and pay plan system will be in the best interests of the Employer and the Employees. The comprehensive study and analysis may also result in significant changes to the methodology used for analysis as outlined in HR 001 Class and Compensation Policy. It is also possible that if a new job classification and pay plan system is one of the recommendations of the study then the provisions pertaining to Section 28.4 and Section 28.4.1 may be significantly modified and no longer in effect as currently written. The results of this comprehensive study and analysis will be shared with all the affected bargaining units and their representatives. Further, the results of the study will become the subject of bargaining during the relevant successor labor contract term. The parties understand and agree that the ability to pay continues as an important factor with regards to addressing the results of the study and analysis as well as addressing the implementation of aspects of the study and analysis. The parties recognize that the Board of County Commissioners, based on their authority over the budgets, have the final decision making authority relating to implementation of the results of the comprehensive study and analysis.

#### **ARTICLE 29 - TERM OF AGREEMENT**

- 29.1 This Agreement shall become effective as of the 1<sup>st</sup> day of January, 2021, except for contract language changes which shall take effect subsequent to the date of signing of this Agreement by the last signing party, and shall remain in full force and effect through the thirty-first (31<sup>st</sup>) 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.
- 29.2 The parties shall start negotiations in the fall of 2022, for a successor 2023 and perhaps beyond CBA. Negotiations shall be conducted on mutually agreeable dates.
- 29.3 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.
- 29.4 In the event that negotiations for a new agreement extend beyond the thirty-first (31<sup>st</sup>) 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 on 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 Crouch  
Secretary/Treasurer

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

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

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

\_\_\_\_\_  
Lisa Freund, Director of Public Services

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

Represented by:

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

**EXHIBIT "A"**  
**2021-2022 Pay Plan**

**Public Services - Solid Waste Division**

**Beginning in 2021, the shaded increments will cease to be shaded in accordance with Exhibit B, 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 28.**

Pay Grade		Increment 1	Increment 2	Increment 3	Increment 4	Increment 5	Increment 6	Increment 7	Increment 8	Increment 9	Increment 10	Increment 11	Increment 12	Increment 13	Increment 14
A11	8 hr YR	27,210	27,914	28,644	29,385	30,152	30,931	31,734	32,563	33,416	34,281	35,171	36,086	37,025	37,990
	8 hr MO	2,267	2,326	2,387	2,449	2,513	2,578	2,645	2,714	2,785	2,857	2,931	3,007	3,085	3,166
	HR	13.08	13.42	13.77	14.13	14.50	14.87	15.26	15.66	16.07	16.48	16.91	17.35	17.80	18.26
A12	8 hr YR	29,497	30,238	30,993	31,771	32,575	33,391	34,231	35,097	35,975	36,877	37,804	38,756	39,733	40,734
	8 hr MO	2,458	2,520	2,583	2,648	2,715	2,783	2,853	2,925	2,998	3,073	3,150	3,230	3,311	3,395
	HR	14.18	14.54	14.90	15.27	15.66	16.05	16.46	16.87	17.30	17.73	18.18	18.63	19.10	19.58
A13	8 hr YR	31,796	32,575	33,366	34,182	35,010	35,863	36,741	37,631	38,546	39,486	40,450	41,439	42,452	43,491
	8 hr MO	2,650	2,715	2,781	2,849	2,918	2,989	3,062	3,136	3,212	3,290	3,371	3,453	3,538	3,624
	HR	15.29	15.66	16.04	16.43	16.83	17.24	17.66	18.09	18.53	18.98	19.45	19.92	20.41	20.91
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
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



**EXHIBIT “B”**  
**YAKIMA COUNTY TEAMSTERS LOCAL 760**  
**Public Services Department Solid Waste Division**  
**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 28 regarding the Human Resources Department comprehensive study of the current job classification (DBM) and pay plan system during 2021 and 2022. The following pay plan structure was implemented:
  2. Article 28 addresses 2021 and 2022 lump sum payment and pay provisions.
  3. No employee shall receive an increment advancement during 2021 and 2022.
  4. The Human Resources Department will determine all calculations.
  5. Article 28 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 28 are controlling with regard to the study and analysis.
- C. **Salary Surveys:** Historically, pay ranges in the Yakima County compensation structure are determined by a comparison of Yakima County benchmark positions to the comparable labor market. The comparable labor market has been changed effective beginning in 2018 to only the following counties: Benton, Grant, Kitsap, Spokane, Thurston and Whatcom. Beginning in 2018, the Yakima County Benchmark positions have been reduced from seventy-seven (77) to thirty-seven (37) positions. Determination of the market for each pay range is established by salary survey of the comparable counties and use of regression analysis methodology to establish a trend line for the 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. Detailed market surveys will be conducted every four years for only informational purposes. Abbreviated market surveys of limited benchmarks, as determined by the HR Department, will be conducted in the in between years (2019, 2020, 2021) every year for only informational purposes. Salary Survey information is intended to be used prospectively, and shall not be used in establishing pay plans for the same year during which the salary survey is conducted. The Union will receive a copy of the completed survey for their review within one (1) week of completion. This Salary Survey subject matter is subject to the provisions of Section 28.4.

The above salary survey provisions are subject to changes based on the provisions of Article 28.

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

**Market 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 negotiations 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 28.4.

Job classifications with market premiums added to the base salary range will continue to be included in all comprehensive surveys of Decision Band Method classifications within the occupational group until such time as the base salary range for the classification is within ten percent (10%) of the target market level for the classification. The market premium amounts for a classification may change up or down each time the market is studied depending upon the data received from the market compensation study for the classification. Should the market premium amount fall to less than ten percent (10%) below the target market position of the County, then the market premium will be eliminated and the salary for individual positions will be the individual's current increment in the base salary range for the job classifications. This paragraph is subject to the outcome of the provisions of Section 28.4.

The above Job Family, Classification and DBM categories as well as the Market Premium provisions are subject to the outcome of the Article 28 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 28 are controlling with regard to these provisions.