

2021 and 2022 AGREEMENT

by and between

YAKIMA COUNTY, WASHINGTON

and

INDEPENDENT LOCAL NO. 1

covering

**COUNTY ROADS DEPARTMENT MAINTENANCE AND OPERATIONS,
CONSTRUCTION AND ER&R,
AND PUBLIC SERVICES UTILITY EMPLOYEES**

Effective

January 1, 2021, through December 31, 2022

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PREAMBLE

THIS AGREEMENT entered into by the County of Yakima, hereinafter referred to as the "Employer" and Independent Local No. 1, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the Employer and the Union, and the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union, as certified by PERC Decision 24364-E-11-3679, as the exclusive bargaining representative for all full-time and regular part-time Maintenance and Operations employees of the Yakima County Roads and Public Services Department including Construction and Survey employees. Utility Maintenance Technicians, and ER&R employees, and excluding solid waste employees, clerical, professional and technical employees, Public Services Director or County Engineer, Road Maintenance Manager, Road Maintenance Supervisors, Equipment Services Manager, Survey and Construction Manager, Engineering Services Manager, Traffic Engineering Manager, Right of Way Manager, Confidential Secretary to the Director, Administrative Supervisors, Office Coordinators, Building Official, Assistant Building Official (Manager), Code Enforcement Manager, Fire Marshal (Administrative Supervisor), Environmental Services Director, Planning Official Planning Managers, Solid Waste-Senior Manager, Solid Waste-Manager, Solid Waste-Senior Program Coordinator, Solid Waste-Program Manager, Utilities-Senior Manager, Utilities-Senior Program Analyst, Water Resources-Senior Manager, Water Resources-Manager, and all other employees of Yakima County.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 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:
 - 2.1.1 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.

- 2.1.2 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.
 - 2.1.3 The right to select, hire, transfer, and lay off employees as deemed necessary by the Employer in accordance with the provisions of this Agreement.
 - 2.1.4 The right to discipline employees in accordance with the provisions of this Agreement.
 - 2.1.5 The right to determine the size and composition of the work force, modify job responsibilities and assign employees to work locations and shifts.
 - 2.1.6 The Employer may also assign incidental duties to employees that are not enumerated in job descriptions and the employees shall perform the incidental duties upon the Employer's request.
 - 2.1.7 The Employer shall have the right to take whatever actions the Employer deems necessary to carry out Employer services in a bona fide emergency.
- 2.2 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. The Employer shall promptly respond to information requests concerning the proposed change to past practice. 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 day time period, then the Employer may proceed with the change to past practice. In the event of a bona fide emergency as defined in Section 21.4, no notice or bargaining is required before implementing the change.
- 2.3 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 December 1, 1988, 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 of a bona fide emergency, no notice or bargaining is required before contracting out.
- 2.4 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust emplaced in the officials, in this case, the Board of Yakima County Commissioners and the elected officials and/or departmental directors and the rights and obligations owed thereby to the electorate in conformity with statutory law.

- 2.5 Notwithstanding any other provisions of this Agreement, the Employer may take actions necessary to comply with the Americans with Disabilities Act.
- 2.6 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 3 - EMPLOYEE RIGHTS

- 3.1 An employee shall have the right, upon request, to inspect their official personnel file. No material referring to disciplinary action, deficient job performance or conduct shall be placed in the file without the employees' knowledge. The employee has the right to attach their comments to such material. 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. Employees shall have the right to grieve contents of evaluations that are not based upon just cause.

Further, an employee who has received a suspension from work without pay may request that the record of such discipline be removed from their official personnel file after five (5) years. In the event that the employee has received no disciplinary action during the five-year period, then the record of such discipline shall be removed from the file. In the event that the employee has received disciplinary action during the five-year period, then the request shall be denied.

An employee may request that a written reprimand be removed from their official personnel file after three (3) years. Such request shall be in writing to the Public Services Director or County Engineer. In the event that the employee has received no disciplinary action during the three (3) year period, then the letter of reprimand shall be removed from the file. In the event that the employee has received disciplinary action during the three-year period, then the request shall be denied.

Any letter requesting removals will remain in the employee's personnel file after the reprimand is removed.

- 3.2 Except as otherwise provided in state law, off-duty activities of an employee shall not be cause for disciplinary action unless such activity is detrimental to the employee's performance on the job.
- 3.3 An employee may have a shop steward from his or her duty station present at conferences with management in meetings involving the administering of discipline in accordance with Article 15 - Discipline.

ARTICLE 4 - SAFETY

- 4.1 Yakima County agrees to administer a safety program in accordance with WAC 296-24-045. Public Services employees shall elect one (1) representative to serve on the Central Safety Committee.
- 4.2 Employees will report unsafe or unhealthy working conditions to their immediate supervisor and the representative of the Public Services Department to the Central Safety Committee as soon as possible.
- 4.3 Reports of unsafe or unhealthy working conditions shall be made without fear of reprisal or intimidation.
- 4.4 Management shall investigate and report the results of investigations of alleged unsafe working conditions to the Central Safety Committee.

ARTICLE 5 - UNION/MANAGEMENT RELATIONS - COLLECTIVE BARGAINING

- 5.1 Collective bargaining shall be conducted during work or non-work hours by authorized representatives of the Union and the authorized representatives of the Employer.
 - 5.1.1 No more than three (3) representatives of the Union shall be paid for collective bargaining sessions held during work hours. Negotiation sessions held outside normal work hours shall not be compensable.
 - 5.1.2 Agreements reached between the parties to this Agreement shall become effective only when signed by designated representatives of the Union and the Employer.
- 5.2 Labor/Management meetings may be scheduled subject to the mutual agreement of the parties.
- 5.3 Union Business: Union officers, not to exceed three (3) in number at any one time, shall be granted leave from duty with pay, for the purpose of Union business attendance including, but not limited to, events such as attending labor conventions or educational conferences regarding collective bargaining, provided that notice of such conventions or conferences shall be requested and be subject to approval at least two (2) weeks prior thereto. The total leave time for the bargaining unit for the purposes set forth in this section shall not exceed forty-eight (48) hours in a calendar year.

ARTICLE 6 – MAINTENANCE OF MEMBERSHIP

- 6.1 The Employer recognizes Independent Local No. 1 as the sole and exclusive bargaining representative concerning wages, hours, and other conditions of employment for employees described in the recognition clause.
- 6.2 Joining the Union: All employees in this bargaining unit have the right to voluntarily join the Local No. 1. Local No. 1 as the Exclusive Bargaining Representative, agrees to carry out its responsibilities under RCW 41.56.080.

- 6.3 Questions about Local No. 1 Membership: If an Employee has questions about Local No. 1 membership, the Employer will remain neutral and direct the employee to discuss this topic with a Local No. 1 Representative. The Local No. 1 Representative shall address the employee's inquiry as soon as possible.
- 6.4 Signed Dues Deduction Authorization: Current Local No. 1 members and those who choose to join Local No. 1 and pay monthly dues via a signed payroll deduction authorization will have their dues deducted once each month from their pay by the Employer. When Workday is implemented, the dues will be divided between two (2) pay dates each month. The signed payroll deduction authorization may be submitted electronically or by paper writing, and must be presented to the Employer's Human Resources Department. The deduction will begin in the payroll period after submission of the dues deduction authorization card or as soon as administratively possible if not submitted with enough time to make the next payroll period.
- 6.5 Amounts Deducted: The amounts to be deducted shall be certified to the Employer by Local No. 1 and the aggregate deductions shall be remitted to Local No. 1 together with an itemized statement including the employee name, department, hours worked, monthly base wage and the amount of Union dues deducted, after such deductions are made. If an employee terminates his/her employment on or before the 15th of the month, dues will not be deducted for that month; if the termination is after the 15th, dues will be deducted. When Workday is implemented, dues will be deducted if work is performed for more than one-half of each pay cycle. The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. The Employer shall continue to deduct and remit Local No. 1 dues and fees to the Local No. 1 until such time as Local No. 1 notifies the Employer that the payroll deduction authorization has been properly terminated in compliance with the terms of the authorization for payroll deduction executed by the employee. The Employer is not a party to the authorization for payroll deduction as that is between the employee and Local No. 1.
- 6.6 New Employee Orientation: These provisions shall be carried out in conformity with RCW 41.56.037. Each December, the Employer will provide the Union with the upcoming year's monthly new hire orientation calendar. The Union will contact the Human Resources Department at (509) 574-2210 every month to obtain information on new hires scheduled to attend orientation appropriate to their group. A Local No. 1 Representative shall be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Local No. 1 membership and dues authorizations.
- 6.7 Defense, Hold Harmless and Indemnification: In regards to all the provisions of this Article, Local No. 1 agrees to defend, indemnify and hold harmless the Employer from any and all claims, demands, lawsuits, administrative proceedings, ULPs, and grievances or other forms of liability, including the amounts of dues and fees deducted and withheld as well as attorneys' fees, costs, and/or expenses associated with the above listed activities (all claims, demands, etc.) that arise against the Employer for or on account of Employer actions consistent with the provisions of this Article.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.1 Crucial to employee morale and productive work relations between the parties is a fair and just resolution of both parties' grievances.
- 7.2 A grievance is defined as a violation or dispute involving the interpretation, application or alleged violation of provisions of this Agreement.
- 7.3 A grievance may be presented by an employee, the Union or the Employer.
- 7.4 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.
- 7.5 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 the shop steward 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 Public Services Director or County Engineer. The Public Services Director or County Engineer may request a meeting for discussion of the issues at this step. If the Public Services Director or County Engineer 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 Public Services Director or County Engineer 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 the 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 mailed to the Union President, at the address specified by the Union within ten (10) working days of the occurrence of the alleged grievance. Thereafter, the Union President 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) Arbitration Panel - Number – Selection: After timely notice the parties will establish an arbitration panel of three (3) persons. One party shall select one person and the other party will select one person. The two (2) selected persons shall select a third and neutral arbitrator 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 five (5) 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 two (2) names from the list. The party requesting arbitration shall strike the first name. The remaining name shall be the third and neutral arbitrator.
- (c) Decision - Time Limit:
 - (i) The arbitration panel 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.
 - (ii) Any decision by the arbitration panel shall be by majority vote.
- (d) Limitation, Scope and Power of Arbitration Panel:
 - (i) The arbitration panel shall not have the authority to add to, subtract from, alter, change, or modify the provisions of this Agreement.
 - (ii) The power of the arbitration panel 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 and regulations.

(e) Arbitration Award - Damages – Expense:

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

ARTICLE 8 – WAGES

8.1 The Pay Plan Structure for 2021 and 2022 is described in Exhibit “A,” which is attached hereto and incorporated herein by reference. The 2021 and 2022 Pay Plan Structure is the same as the Pay Plan Structure was for 2020.

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

8.2.1 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 Independent Local # 1 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.

8.2.2 No Retroactive Payments for 2021: There shall be no retroactive payments for the 2021 lump sum if the CBA is not signed by Local 1 Representatives and delivered to HR on or before November 30, 2021.

8.2.3 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 Local 1 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.

8.2.4 Regarding all the provisions of Article 8, 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.

8.3 The Employer will continue to participate in social security.

- 8.4 All employees of the Public Services Department shall be compensated on an hourly basis for hours worked.
- 8.5 Pay Period: Based on the 2020 implementation of Workday , employees shall be paid on a semi-monthly (twice per month) basis.
- a. The first pay period will be the 1st through the 15th of the month.
 - b. The second pay period will be the 16th through the last day of the month.
 - c. Pay for work performed during the first pay period will be issued on the 25th of the month.
 - d. Pay for work performed during the second pay period will be issued on the 10th of the month following the pay period end.
 - e. There shall be no deductions other than required by law or authorized by this Agreement or authorized in writing by the employee. Required and authorized deductions will be applied to each paycheck.
 - f. All employees are required to provide information for mandatory direct deposit of all employee pay.
 - g. Upon request by an employee, opening a payroll debit card with the County's financial institution is available.
- 8.6 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 surveys conducted by the Human Resources Department, as addressed in Exhibit "A." These informational discussions are not to be interpreted nor to be construed to mean that the Employer is agreeing to negotiate about the market survey, comparables, the survey's provisions and procedures. Each CBA already states that the market survey is for only informational purposes, and there is no obligation on the part of the Employer to negotiate about and implement the results of any survey.
- 8.6.1 Beginning 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.
- 8.6.2 In regards to the reference above in section 8.6.1 to the conducting of a full/in-depth survey by the Human Resources Department during 2020, in light of the provisions

of section 8.8 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.

- 8.6.3 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.
- 8.7 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.
- 8.8 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 8.6. 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 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 8.6 and Section 8.6.1 may be 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 9 - MEDICAL BENEFITS

- 9.1 Effective January 1, 2021 and 2022, the Employer contribution towards premiums will be up to a maximum of Nine Hundred Dollars (\$900.00) per month.
- 9.2 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.

9.2.1 Regarding the provisions of Article 9, 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.

9.2.2 No Retroactive Payments for 2021: There shall be no retroactive payments for the 2021 in lieu of medical contribution lump sum of Two Hundred Fifty Dollars (\$250.00) if this CBA is not signed by all parties before November 30, 2021.

- A. For employees who are enrolled in the Premera Blue Cross (High Deductible) Plans, the Employer Contribution to the Health Savings Account (HSA) for the Employee Only Tier shall be the difference between the premium for Employee Only coverage and the Employer maximum contribution.
- B. For employees who are enrolled in any Premera Blue Cross Plan other than the Premera Blue Cross (High Deductible) Plans with Employee Only coverage, the Employer shall contribute the difference between the premium for the Employee Only Tier and the Employer maximum contribution to an HRA VEBA account for the employee.
- C. For employees enrolled in all other Premera Blue Cross plans or tiers, the employee will pay the difference between the premium and the employer's maximum contribution
- D. Employees can waive medical coverage; however, contributions must still be made for the mandatory Dental, Basic Life Insurance and Basic Long Term Disability (LTD). The employer shall contribute only the premium amount for the mandatory Premera Blue Cross Dental, Basic Life Insurance and Basic LTD for employees that waive medical coverage through Premera Blue Cross.

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

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

- 9.3.1 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.
- 9.4 Employees whose job classification falls under the County’s Hearing Conservation Program are required to participate in the annual audiology testing
- 9.5 Effective for 2021 and 2022, the task force made up of some of the insurance benefits committee members, Human Resources Department staff, bargaining unit representatives and management will remain in place but will serve as a communication tool during 2021-2022 regarding Premera Blue Cross insurances. This task force communication is neither to be interpreted nor to be construed to obligate the Employer to negotiate about carriers, medical benefits and coverages. There already is an insurance benefits committee made up of employees representing departments who are also in some cases members of certain bargaining units and this committee has historically been coordinated through and with the expertise of the Human Resources Department. The insurance benefits committee is recommendatory only and only the Board of County Commissioners has the final determination for carriers, plans, programs and coverages.
- 9.5.1 The Human Resources Department will determine the frequency of meetings with the respective committee and task force members. Notice of meetings will be provided in advance of meetings.
- 9.6 The medical benefits package is subject to the provisions and actions of the Yakima County Employee Benefit Committee. The Public Services Department shall be allowed one (1) representative to serve as representative on the Employee Benefit Committee. The representative shall be nominated and elected by the Public Services employees and shall serve a three (3) year term. Upon completion of the elected term the nomination and election process shall take place. The composition of the committee will be part of the continued negotiations mentioned above.
- 9.7 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.

ARTICLE 10 - CLASSIFICATION ASSIGNMENT AND WORK OUT OF CLASSIFICATION

- 10.1 The Public Services Director or designee or County Engineer shall be the sole determiner as to the need or necessity to assign or reassign employees in order to most effectively carry out the Employer's obligation to provide services to the public.
- 10.2 Job classifications are broad specifications of jobs to be performed by employees. Employees will be assigned a primary position. Primary positions are functional work categories within job classifications defining major groupings of job responsibilities and shifts.
- 10.3 Temporary re-assignments to different primary positions within the job classification shall not result in an adjustment in pay and shall not exceed a period of up to six (6) months from the date of temporary re-assignment. Re-assignments may be made by the Public Services Director or designee or County Engineer according to departmental needs or necessity.
- 10.4 Out of Class Pay:

Workday was implemented July 1, 2020, thus when an employee is assigned to work at a higher job classification for four (4) hours or more in any one (1) work day, he or she shall receive compensation in accordance with the schedule below:

- 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 (1) work 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 (1) work day, the employee shall be paid at a fifteen percent (15.0%) flat rate cap.
 - c. When an employee is assigned to work in a job classification that is three (3) classifications higher than his or her own for four (4) hours or more in any one (1) work day, the employee shall be paid at a twenty percent (20.0%) flat rate cap.
 - d. The language outlined in this section 10.4 is effective July 1, 2020. Departments that wish 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.
- 10.5 Reclassification will occur in accordance with the Yakima County Personnel Rules and Regulations.

ARTICLE 11 - PROBATIONARY PERIOD

- 11.1 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 at the request of the employee. The employee may request a written performance evaluation once every three months. Probationary employees may be discharged or terminated at any time without just cause and without any recourse.

- 11.2 Existing Public Services Employees: Existing Public Services employees who change work duties must satisfactorily complete a six (6) month work performance probation 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 12 - SENIORITY

Seniority according to this Agreement shall consist of continuous service of an employee with the Public Services Department. No employee shall have seniority established prior to satisfactory completion of the probation period. The employee's earned seniority shall not be lost because of absence due to illness, authorized leaves of absence or temporary lay-offs. In the case of authorized leave of absence without pay or lay-off that exceeds half of the employee's scheduled work hours during a pay period, the employee will not earn seniority during the period of absence but shall retain previously earned seniority to the date of lay-off or leave of absence. Seniority shall be lost upon termination from the bargaining unit. The seniority list shall be brought up to date each year on January 1 and a copy furnished to the Union.

ARTICLE 13 - JOB POSTING AND SELECTION

- 13.1 Job Posting: The Public Services Director or County Engineer shall be the sole determiner as to the need or necessity to fill any vacancy or new position.

13.1.1 If the Public Services Director or County Engineer determines the need to fill a vacancy or new position, the opening will be posted as follows:

13.1.1.1 The Public Services Director or County Engineer will provide notice to Public Services employees having the same primary duties as the vacant or new position who work at a different job location or who work a different shift at the same location that a vacancy exists. Those employees may indicate in writing their desire to transfer to the different job location or shift. In the event an employee submits for a vacancy within their current primary position, which has a different job location or shift the Public Services Director or County Engineer shall transfer the employee to the new job site or shift. If two (2) or more employees wish to transfer, the transfer shall be given to the most senior employee.

13.1.1.2 In the event that no employees apply to transfer to the vacant position pursuant to 13.1.1.1, then the opening will be posted for seven (7) calendar days at each of the county shops and on the central employee notice bulletin board in the Courthouse. A copy of the announcement will also be sent to

the Union.

- 13.1.2 If a vacancy occurs in a position with the same job classification and minimum requirements of a prior job announcement, the Public Services Director or County Engineer 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.
- 13.2 Selection: The Public Services Director or designee or County Engineer 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.
- 13.2.1 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.
- 13.2.2 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 or County Engineer'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 or County Engineer's judgment, the ability and qualifications of two (2) or more County employees are equal, the senior employee shall be selected.
- 13.2.3 Employees who are selected to fill vacancies in a higher classification will receive the entrance pay step for the higher classification or the next pay step which would result in a salary increase of at least five percent (5%).
- 13.2.4 In the event that an employee selected by the Public Services Director or County Engineer 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.
- 13.2.5 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 or County Engineer, 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.
- 13.2.6 An employee who voluntarily requests a demotion to or applies for position in a lower classification shall be placed in the compensation system at the same increment level in the lower classification pay range as currently held in the position in the higher classification pay range.

ARTICLE 14 - LAYOFF AND RECALL

14.1 Layoff:

14.1.1 The Public Services Director or County Engineer 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 or County Engineer 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.

14.1.2 If the Public Services Director or County Engineer 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, providing 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.

In regard to this Provision 14.1.2, if the employees affected are Public Services employees, then the Public Services Director and/or the Board of County Commissioners shall determine if layoffs are necessary; and which classifications within this provision will be laid off. If the employees affected are County Roads employees, then the County Engineer and/or Board of County Commissioners shall determine if layoffs are necessary; and which classifications within this provision will be laid off.

14.1.3 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 or a position in a lower classification for which he/she is qualified thereby "bumping" the least senior employee within that classification provided that the retreating employee is capable of performing that work as determined by the Public Services Director or County Engineer, and further provided that the remaining senior employees and/or retreating employees have the necessary job skills, ability and qualifications to perform the variety of tasks required of that classification. In the event of a situation where the Department Director ascertains that Department efficiency would be impaired by

lay-off of a less senior employee, the County may retain that employee. 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.

14.2 Recall:

14.2.1 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. The employee shall have been 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.

14.2.2 Employee rehired 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.

ARTICLE 15 - DISCIPLINE

15.1 The Public Services Director or designee or County Engineer 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.

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

15.2.1 Oral reprimand;

15.2.2 Written reprimand;

15.2.3 Suspension from work without pay;

15.2.4 Demotion;

15.2.5 Discharge or termination.

The disciplinary action taken is dependent upon the seriousness of the affected employee's

conduct, as determined by the Public Services Director or designee or County Engineer. The Public Services Director or designee or County Engineer may, but is not required to, utilize progressive discipline where the Public Services Director or County Engineer make a determination that the circumstances warrant imposition of a more severe form of discipline.

- 15.3 Prior to the conclusion of an investigation that may lead to disciplinary measures, the employee shall be notified in writing of the allegations and given the opportunity to meet with the Employer and Union Representative or Steward in order to provide any explanation.
- 15.4 The Employer may suspend without pay or discharge an Employee for just cause. If the Employer determines that circumstances exist which may result in the suspension without pay or discharge of an Employee, the Employer will notify the Employee of the facts and circumstances which could lead to the Employee's suspension without pay or discharge. The Employer will establish a reasonable date and time for a pre-disciplinary meeting in order to review the facts and circumstances and to provide the Employee an opportunity to explain their side of the situation and/or provide additional information or evidence. The Employee is entitled to Union representation during this process. After the pre-disciplinary meeting, the Employer will make a determination as to whether or not the Employee should be disciplined and the appropriate level of discipline.
- 15.5 When the Public Services Director or designee or County Engineer 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 the services provided by the County, the Public Services Director or designee or County Engineer may discharge or terminate the employee immediately.

In such cases, the specified charges shall be made available to the employee in writing by the County not later than one (1) working day after the action became effective.

- 15.6 The Public Services Director or designee or County Engineer may suspend an employee for just cause as specified in this Article. An employee may not be suspended for more than thirty (30) working days.
- 15.7 In cases of suspension, the specific charges and duration, where applicable, shall be made available to the employee in writing by the County not later than one (1) working day after the action became or becomes effective.
- 15.8 Untimely notice of disciplinary action as referenced in 15.5 and 15.7 shall not affect the validity of said disciplinary action.
- 15.9 When existing work rules are changed or new rules are established, the Public Services Director or designee or County Engineer shall notify the Union of such changes and they shall be posted prominently on bulletin boards for a period of seven (7) calendar days before becoming effective, except for work rules of an emergency nature. Employees shall comply with all existing rules that are not in conflict with the express terms of this Agreement provided the rules are uniformly enforced.

- 15.10 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 investigatory action in response to third party allegations, specific information in said allegations shall be made available to the employee.
- 15.11 Administrative Leave: At the discretion of the Public Services Director or designee or County Engineer, 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 16 - PAID TIME OFF (PTO) LEAVE

- 16.1 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.
- 16.2 Accrual: Employees earn a PTO leave on a prorated basis based on their date of hire following the chart in 16.3. Terminating employees earn PTO leave on a prorated basis based on their date of termination.

PTO leave may be accumulated to a maximum of the equivalent of forty (40) working days (320 hours), after which time, if not taken, shall lapse pay period by pay period.

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

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

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

16.4 Computation of Payment/Use: PTO leave may be charged in quarter hour increments. One (1) day is equal to eight (8) hours or ten (10) hours based on the employee's regularly scheduled work day.

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

16.4.2 PTO leave must be requested in advance and is subject to the approval of the Public Services Director or designee or County Engineer, provided said PTO leave will not be unreasonably denied.

16.4.3 With the approval of the Public Services Director or designee or County Engineer, 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.

16.4.4 PTO leave may be used for any purpose; however, employees must comply with the leave request/reporting requirements for leave used in conjunction with state and federal family medical leave laws. If possible, an employee requesting PTO must make a written request in advance. The supervisor shall consider the request and shall approve or deny it. A medical statement/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 medical releases will be presented to the Human Resources Department.

16.4.5 PTO leave use will be approved when conditions of the Federal Family and Medical Leave Act, Washington Family Leave Act and/or Washington Family Care Act are met.

16.5 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.

The recipient employee must:

- a) have an extraordinary or serious illness or injury, or
- b) have a parent, spouse, a state registered domestic partner, or child as defined in the County Family and Medical Leave policy, who has an extraordinary or serious illness or injury which requires the employee's attendance or direct care; and
- c) have depleted or shortly will deplete all leave reserves (PTO leave, sick leave or compensatory time); and
- d) have diligently attempted to accrue PTO leave; and
- e) not be eligible for industrial insurance or other disability leave benefits.

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

The donating employee may not request a transferred amount that would result in his or her leave balance falling below ten (10) days. Unused leave is returned to donating employees on a pro rata basis. The Human Resources Department shall administer this provision.

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

16.7 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.

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

ARTICLE 17 - SICK LEAVE/EXTENDED SICK LEAVE (ESL)

17.1 Definitions:

17.1.1 "Adult child" means a child who is eighteen years of age or older.

17.1.2 "Brother" means a male having the same parent as an employee.

- 17.1.3 “Child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis.
- 17.1.4 “Grandparent” means a parent of a parent of an employee.
- 17.1.5 “Immediate family” means persons related to the employee by blood or marriage or legal adoption, specifically and limited to wife, husband, 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.
- 17.1.6 “Minor child” means a child who is under eighteen years of age.
- 17.1.7 “Parent” means a biological or adoptive parent of an employee or an individual who stood in loco parentis to an employee.
- 17.1.8 “Parent-in-law” means a parent of the spouse of an employee.
- 17.1.9 “Sister” means a female having the same parent as an employee.
- 17.1.10 “Spouse” means a husband or wife of an employee, as the case may be.
- 17.1.11 “Health condition that requires treatment or supervision” means:
 - 17.1.11.1 Any medical condition requiring treatment or medication that the child cannot self-administer;
 - 17.1.11.2 Any medical or mental health condition which would endanger the child’s safety or recovery without the presence of a parent or guardian;
or
 - 17.1.11.3 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.
- 17.1.12 “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).
- 17.1.13 “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.

- 17.1.14 “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.
- 17.1.15 “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.
- 17.2 An employee with a sick leave balance as of April 30, 2013, will retain his or her sick leave bank balance. The employee may choose to use sick leave from the bank for any reason specified under Section 17.5 below.
- 17.3 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.
 - 17.3.1 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.
 - 17.3.2 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 such death or retirement, twenty-five percent (25%) of all of the employee’s accumulated sick leave shall be paid to the employee or to his or her estate based on the employee’s May 1, 2017, base hourly rate.
- 17.4 Use: Sick leave may not be taken before it is accrued. Sick leave may be taken for any of the following reasons:
 - 17.4.1 An employee’s illness, injury, or temporary disability that incapacitates the employee to the extent that work can no longer be performed.
 - 17.4.2 An employee’s doctor appointment.
 - 17.4.3 Doctor appointments for an employee’s minor child.
 - 17.4.4 Doctor appointments for an employee’s adult child who is “incapable of self care” because of a “physical or mental disability.”
 - 17.4.5 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.

- 17.4.6 To care for an employee's spouse, parent, parent-in-law or grandparent who has a "serious health condition" that requires treatment or supervision by the employee or an "emergency condition."
- 17.4.7 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.
- 17.4.8 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.
- 17.4.9 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.
- 17.4.10 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 or PTO 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.
- 17.5 Employees may only use the actual number of days sick leave accumulated.
- 17.6 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 Public Services Director or designee or County Engineer to present a written doctor's certification stating the nature, extent and length of the illness.
- 17.7 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.
- 17.8 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.
- 17.9 Extended Sick Leave (ESL)
 - 17.9.1 ESL is earned by regular full-time employees of Yakima County at the rate of four (4) hours for each month of completed service. With the implementation of Workday, ESL hours earned will show as two (2) hours each pay period/pay cycle. Regular part-time employees earn ESL on a pro-rated basis according to the hours budgeted for the position.
 - 17.9.2 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 5 work days or 40 hours of PTO, SL, CT or LWOP.

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

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

17.9.4 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.

17.9.5 ACCUMULATION OF LEAVE. ESL is cumulative to a total 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.

17.9.6 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.

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

17.9.7.1 With the approval of the Department Head/Elected Official, an employee may take all or any portion of the employee's available ESL. Employees are not permitted to use ESL in excess of their available balance. Leave may not be taken before it is accumulated.

17.9.7.2 ESL may only be used for the employee's own illness or injury or for the following family members: spouse, child, parent, parent-in-law, or grandparent. The employee must comply with the leave request/reporting requirements for leave used in conjunction with state and federal family medical leave laws. If possible, an employee requesting ESL must make a written request in advance. The supervisor shall consider the request and shall approve or deny it. A medical release may be required before the employee is permitted to return to work.

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

Example: Monthly ESL accrual = 4 hours
First pay cycle: 2 hours (earned at end of pay cycle = 15th of the month)
Second pay cycle: 2 hours (earned at end of pay cycle = last day of the month)

ARTICLE 18 - OTHER LEAVES

18.1 No leave of absence, whether with or without pay, shall be allowed unless authorized in advance by the Public Services Director or County Engineer. Requests for such leave shall be submitted in writing to the Public Services Director or County Engineer, and shall state the reasons for the request and expected length of the absence. Absences not approved may be treated as an unauthorized leave of absence without pay and may be grounds for immediate dismissal. Unauthorized absence for three (3) consecutive days may constitute job abandonment which is considered a voluntary separation from service.

18.2 Leave With Pay:

18.2.1 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. Any days taken beyond the twenty-one (21) Military Leave days must be charged as PTO leave or leave without pay. During the time he is on Military Leave, the employee shall receive his regular pay, plus the amount of his military pay.

18.2.2 Court Leave: All full-time employees, submitting proper authorization may be given court leave for the purpose of serving as a member of a jury or as a witness under subpoena 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. An employee shall not receive Court Leave for 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. All fees received for jury duty will be

forfeited by the employee except those received for payment of mileage and other related travel expenses.

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

18.3 Leave Without Pay: Upon written receipt of a request for leave of absence, the Public Services Director or County Engineer 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 or County Engineer. 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, unless the position has been designated for lay-off or the employee is unable to return to the position due to medical disability.

Family and Medical Leave: The Employer shall grant up to twelve (12) weeks of family and medical leave during any 12-month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and the Yakima County Family and Medical Leave Policy.

In order to qualify to take family and medical leave an employee must have worked for Yakima County for at least twelve (12) months or fifty-two (52) weeks. The twelve (12) months or fifty-two (52) weeks need not have been consecutive. Additionally, the employee must have worked at least 1250 hours during the twelve (12)-month period immediately before the date when the FMLA leave would begin.

An employee's paid leave as applicable must be exhausted prior to use of leave without pay, unless the employee has elected unpaid leave under the worker's compensation program.

If the employee is unable to return to work in three (3) months, the Public Services Director or designee or County Engineer may grant up to an additional three (3) months without pay. Employees on authorized leave of absence without pay shall not accrue PTO or sick leave benefits or receive any other fringe benefits while on such leave. The employee's seniority date, leave accrual date, and increment anniversary date will be adjusted for period of leave without pay that exceed half of the employee's scheduled work hours during a pay period. An employee approved and certified under the Family Medical Leave Act (FMLA) shall continue to receive the employer contribution for medical insurance under the provisions of the FMLA. Employees not covered under FMLA and on approved leave of absence may elect to continue coverage under the County's medical or life insurance plan provided that the full costs 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.

18.5 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 19 - HOLIDAYS

19.1 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

19.2 Whenever a legal holiday falls on a Sunday, the following Monday shall be a legal holiday.

19.3 Whenever a legal holiday falls on a Saturday, the preceding Friday will be the legal holiday. 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 Wednesday, Thursday or Friday, or the following scheduled work day if the holiday occurs Monday or Tuesday.

19.4 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).

19.5 When an employee is working a regular schedule of four (4) ten (10) hour days when a holiday occurs, then they will be credited with ten (10) hours of holiday time. When an employee is working a flexible work schedule when a holiday occurs then they will be credited with holiday time equivalent to the number of hours scheduled to be worked that day.

19.6 Regular part-time employees will receive holidays on a pro-rated basis.

ARTICLE 20 - KEEPING RECORDS

The Employer is responsible for maintaining the official permanent records regarding bargaining unit employee's PTO leave, sick leave and other leave accrual, usage and balances.

ARTICLE 21 - HOURS OF WORK AND OVERTIME

21.1 Hours Of Work:

- 21.1.1 The work week normally will, as determined by the Public Services Director or County Engineer, consist of a forty (40) hour week, either five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days, Monday through Friday.
- 21.1.2 The normal work day shall begin between the hours of 4:00 A.M. and 9:00 A.M. subject to the following provisions:
 - 21.1.2.1 Construction and Surveying Division Employees: If in the course of contract related work it becomes necessary to create a second shift to facilitate improved conditions for portions of the work, or to establish multiple shifts, Engineering Technicians may be scheduled to start work outside the 4:00 A.M. to 9:00 A.M. normal starting time. Notice shall be given to Engineering Technicians as soon as the contractor notifies the Employer. Employees shall be assigned to a full shift of consecutive eight (8) or ten (10) hours to match existing shift status.
 - 21.1.2.2 Equipment Rental and Revolving Fund Division Employees: Mechanics and Lead Road Maintenance Technician employees within the ER&R maintenance shop will be assigned to one of two shifts. Employees assigned to Shift "A" will be assigned to a normal work week of five (5) consecutive eight (8) hour days, Monday through Friday, with a normal start time of 5:00 A.M. Employees assigned to Shift "B" will be assigned to a normal work week of four (4) consecutive ten (10) hour days, Tuesday through Friday, with a normal start time of 12:00 P.M. (noon).
- 21.1.3 Notice shall be given as far in advance as possible, when employees are called to work prior to their normal start time. The employee will be assigned to a full shift of consecutive eight (8) or ten (10) hours. The employee may be released after eight (8) or ten (10) hours.
- 21.1.4 A work day for employees will include time to and from the work area from the designated duty station.
- 21.2 Flexible Work Schedule: The Public Services Director or County Engineer, upon mutual agreement with an employee, may institute a flexible work schedule such that the employee's workweek and/or workday are outside the days and hours contained in Sections 21.1.1 and 21.1.2, respectively.
 - 21.2.1 When the Public Services Director or County Engineer 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.
 - 21.2.2 When the Public Services Director or County Engineer 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.

- 21.3 Changes In Work Week and Work Day: When the Public Services Director or County Engineer determines it is necessary to alter or change work schedules (work week, work day and/or working hours in a normal work day), the County shall give five (5) working days notice to the affected employee(s) except in the event of bona fide emergency, in which case no notice is necessary.
- 21.4 Bona Fide Emergency: This is inclusive of life-threatening situations, civil disorders, natural disasters, sudden unexpected happenings, unforeseen occurrences or conditions, and/or complication of circumstances.
- 21.5 Overtime: Work in excess of forty (40) hours in any one (1) workweek will constitute overtime and will be paid for at one and one-half (1-1/2) times the base hourly rate. Paid leave time such as PTO, sick, compensatory time or holiday, but not WPSL is included as time worked for the purpose of determining whether an employee has “worked” forty (40) hours in a workweek for overtime pay purposes.
- 21.6 Compensatory Time: Employees may elect to receive payment for overtime by compensatory time off. Compensatory time off shall be granted at such times and in such time blocks as are mutually agreed upon between the employee and his or her supervisor. Compensatory time may be accrued to a maximum of one hundred forty (140) hours. Any time accrued in excess of one hundred forty (140) hours will be paid 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.
- 21.7 Call-Out: If an off-duty employee is called out at the direction of the Public Services Director or designee or County Engineer to perform job related duties, the employee shall receive pay or compensatory time at the time and one-half (1-1/2) rate for hours worked. If the employee is called out and subsequently sent home, the employee shall receive a minimum of two (2) hours pay or compensatory time at the time and one-half (1-1/2) rate. The call-out provision shall only apply for hours worked which are not contiguous, either preceding or following, a regular shift.
- 21.8 Lunch and Rest Periods:
- 21.8.1 Employees shall be allowed an unpaid meal period of either thirty (30) or sixty (60) minutes as required to meet operational staffing requirements. Lunch periods will normally be taken at mid-shift unless otherwise directed. Meal periods shall be on the Employer's time when the employee is required by the Employer to remain on duty on the premises or at a prescribed work site in the interests of the Employer.
- 21.8.2 Employees will be allowed two (2) fifteen (15) minute rest periods on the Employer's time. Rest periods will normally be scheduled as near as possible to the mid-point of each one-half (1/2) work shift.
- 21.9 Cancellation of Work Shift: If Management cancels a work shift or portion thereof for extreme weather conditions or the safety of the employees, then Management makes the following provisions:

- 21.9.1 If notice of cancellation is given to the employee(s) any time prior to the designated starting time, then no payment is due for said cancellation; or,
 - 21.9.2 If notice of cancellation occurs during the first half of a regular work shift, then said employee(s) shall be entitled to the payment of the difference between the time worked and one-half (1/2) of the regular work shift; or,
 - 21.9.3 If the notice of cancellation occurs during the second half of the regular work shift, then said employee(s) shall be entitled to payment for the entire regular work shift.
- 21.10 Call-Out Duty: The Public Services Director or County Engineer may designate employees holding the classification of Lead Road Maintenance Technician to be on call-out duty during off-duty hours for the purpose of calling out other employees to perform job related duties. An employee on call-out duty shall receive pay or compensatory time as follows:
- 21.10.1 An employee who works a twenty-four (24) hour shift on call-out duty, during which time the employee has worked a regularly scheduled work day, shall receive pay or compensatory time at the time and one-half (1-1/2) rate for one (1) hour's pay.
 - 21.10.2 An employee who works a twenty-four (24) hour shift on call-out duty, during which time the employee has not worked a regularly scheduled work day, shall receive pay or compensatory time at the time and one-half (1-1/2) rate for three (3) hour's pay.
 - 21.10.3 Employees filling Lead Road Maintenance Technician positions are required to accept call-out duty.
- 21.11 Standby Duty: The Public Services Director or County Engineer may designate employees to be on standby duty during off-duty hours for the purpose of performing designated call-out work.
- 21.11.1 An employee designated on standby duty shall be available on a twenty-four (24) hour basis to perform call-out work. The employee must be in a position to respond within fifteen (15) minutes to any summons at any time during the period the employee is on standby duty.
 - 21.11.2 Employees on standby duty shall be issued a cellular telephone and a pager capable of summoning his or her attention. An employee on standby duty shall carry the pager at all times and shall have the cellular telephone immediately available.
 - 21.11.3 Employees on standby duty may be assigned a County vehicle for responding to call-out work. Personal use of the vehicle is strictly prohibited.
 - 21.11.4 Standby duty shall be divided amongst those qualified as determined by the Public Services Director or County Engineer.
 - 21.11.5 An employee on standby duty shall receive pay or compensation time as follows:

- 21.11.5.1 An employee who is assigned a twenty-four (24) hour shift on standby duty, during which time the employee has worked a regularly scheduled work day, shall receive pay or compensatory time for one (1) hour's pay at the overtime rate.
- 21.11.5.2 An employee who is assigned a twenty-four (24) hour shift on standby duty, during which time the employee has not worked a regularly scheduled work day, shall receive pay or compensatory time for three (3) hour's pay at the overtime rate.
- 21.11.5.3 An employee who is on standby duty and is called per Article 21.7 shall receive a minimum of one (1) hour pay or compensatory time at the time and one-half rate.

ARTICLE 22 - SAVINGS CLAUSE

Should any Article or Section of this Agreement or any Addendum thereto be 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. The parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Workday Program: The Local No. 1 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 23 - NON-DISCRIMINATION

- 23.1 There shall be no discrimination by the Employer or the Union against any employee based on race, religion, sex, color, national origin, lineage, age, political beliefs or activity, marital status, sexual orientation, or sensory, mental or physical handicap unless based on a bona fide occupational qualification. No employee will be required by the Employer or the Union to make a contribution to a political party or to a candidate for political office as a condition of employment.
- 23.2 Whenever masculine words are used in this Agreement, they are intended to apply equally to either gender.

ARTICLE 24 - NO STRIKE - NO LOCKOUT

- 24.1 Neither the Union nor the employee(s) shall support or participate in any strike, work stoppage, slow down or any other interference with the work and/or statutory functions and/or obligations of the Employer.
- 24.2 County employees who engage in any of the above-referenced activities shall not be entitled to any pay or fringe benefits during the period he/she is engaged in such activity.

- 24.3 On condition that the Union and/or bargaining unit employees do not violate the provisions of this Article, the Employer will not lockout employees.

ARTICLE 25 - ENTIRE AGREEMENT

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

ARTICLE 26 - TERM OF AGREEMENT AND TERMINATION

- 26.1 The terms and conditions of this Agreement shall be effective as of the 1st day of January, 2021, except as otherwise provided in this Agreement, and except for contract language changes which shall take effect subsequent to the date of signing of this Agreement and shall remain in full force and be effective until the 31st day of December, 2022.
- 26.2 The parties shall start negotiations in the fall of 2022, for a successor 2023 and perhaps beyond CBA. Negotiations shall be conducted on mutually acceptable dates.
- 26.3 If the parties have not reached agreement through normal negotiation proceedings, 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 the parties.
- 26.4 It is understood and agreed by and between the Union and the Employer that any and all expenditures brought about as a result of the terms and conditions of this Agreement must first meet the requirements and procedures of the laws of the State of Washington and federal laws. These expenditures must also be in compliance with any other contracts which may be the basis for expenditures under this Agreement, such as insurance contracts and policies and changes thereto by carriers. The Employer shall have the right to implement modifications in accordance with changes involving State laws, federal laws and other legal documents such as insurance contracts.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2021

**FOR THE EMPLOYER:
Yakima County**

**FOR THE UNION:
Independent Local No. 1**

Ron Anderson, Chairman
Board of Yakima County Commissioners

Al Kraft, President
Independent Local No. 1

Amanda McKinney, Commissioner
Board of Yakima County Commissioners

Randy Fox, Vice President
Independent Local No. 1

LaDon Linde, Commissioner
Board of Yakima County Commissioners

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

Lisa Freund, Director of Public Services

Matt Pietrusiewicz, County Engineer

Jacqui Lindsay, Director of Human Resources

Represented by:

Anthony F. Menke, Management Labor
Attorney and Chief Negotiator

EXHIBIT "A"

YAKIMA COUNTY INDEPENDENT LOCAL NO. 1

2021 PAY PLAN STRUCTURE

1. Effective in 2021, the restrictions on employees hired after December 31, 2013, shall cease and all employees shall be eligible for all 14 steps; Provided, however, currently the parties must bargain each individual step before the step will be implemented from year to year. Without an agreement, there are no step increases. This may also be impacted by the provisions of Article 8 regarding the Human Resources Department comprehensive study of the current job classification (DBM) and pay plan system during 2021 and 2022. The following pay plan structure shall be in effect:
2. Article 10 addresses 2021 and 2022 lump sum payment and pay provisions.
3. No employee shall receive an increment advancement during 2021 and 2022.
4. The Human Resources Department will determine all calculations.
5. Article 8 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 8 are controlling with regard to the study and analysis.

Salary Surveys

Historically, pay ranges in the Yakima County compensation structure are determined by a comparison of Yakima County benchmark positions to the comparable labor market. The comparable labor market has been changed effective beginning in 2018 to only the following counties: Benton, Grant, Kitsap, Spokane, Thurston and Whatcom. Beginning in 2018, the Yakima County Benchmark positions have been reduced from seventy-seven (77) to thirty-seven (37) positions. Determination of the market for each pay range is established by salary survey of the comparable counties and use of regression analysis methodology to establish a trend line for the Yakima County Benchmark classifications in the Decision Band Method classification structure. The market survey includes benchmark classifications for each occupational group as well as all classifications with an existing market premium. Detailed market surveys will be conducted at least every four (4) years for only informational purposes. Abbreviated market surveys of limited benchmarks, as determined by the Human Resources Department, will be conducted every year for only informational purposes. Salary Survey information is intended to be used prospectively, and shall not be used in establishing pay plans for the same year during which the salary survey is conducted. The Union will receive a copy of the completed survey for their review within one (1) week of completion. This Salary Survey subject matter is subject to the provisions of Section 8.6.

The above salary survey provisions are subject to changes based on the provisions of Article 8.

Market Premiums

If the market compensation study indicates that the trend line base salary range for a classification is ten percent (10%) or more below the market target position's median at both entry and maximum, then the Union and the Employer shall meet to negotiate the appropriate method and economic adjustment (market premium or reclassification) for the classification. The results of the negotiation shall be applied in the following fiscal year. If the Union and Employer agree that reclassification is appropriate, the reclassification shall occur in accordance with the County Classification and Compensation Policy (HR-001). If the Union and the Employer agree that a Market Premium is appropriate, the negotiated market premium amount will be applied to the entire salary range for the classification. The base salary range for the classification will remain unchanged. This Market Premium subject matter is subject to the provisions of Section 8.6.

Job classifications with market premiums added to the base salary range will continue to be included in all comprehensive surveys of Decision Band Method classifications within the occupational group until such time as the base salary range for the classification is within ten percent (10%) of the target market level for the classification. The market premium amounts for a classification may change up or down each time the market is studied depending upon the data received from the market compensation study for the classification. Should the market premium amount fall to less than ten percent (10%) below the target market position of the County, then the market premium will be eliminated and the salary for individual positions will be the individual's current step/increment in the base salary range for the job classification. This paragraph is subject to the outcome of the provisions of Section 8.8.

EXHIBIT "B"
2021-2022 Pay Plan

Public Services – Local No. 1

Beginning in 2021, the shaded increments will cease to be shaded in accordance with Exhibit A, Section 1; Provided, however, each step increase is currently subject to negotiations. Without the parties' agreement, there are no step increases. The 2020 Pay Plan serves as the basis for the HR Department's calculations of the 2021 lump sum and the 2022 lump sum in accordance with Article 8.

Pay Grade		Increment	Increment	Increment	Increment	Increment	Increment	Increment	Increment	Increment	Increment	Increment	Increment	Increment	Increment
		1	2	3	4	5	6	7	8	9	10	11	12	13	14
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
B21	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
8 hr	YR	37,841	38,694	39,572	40,462	41,377	42,316	43,268	44,245	45,246	46,272	47,310	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
B22	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
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
B23	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
8 hr	YR	46,211	47,064	47,929	48,807	49,709	50,624	51,551	52,503	53,467	54,444	55,445	56,459	57,498	58,548
8 hr	MO	3,851	3,922	3,994	4,067	4,142	4,219	4,296	4,375	4,456	4,537	4,620	4,705	4,791	4,879
B24/B31	HR	22.22	22.63	23.04	23.46	23.90	24.34	24.78	25.24	25.71	26.18	26.66	27.14	27.64	28.15
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
B25/B32	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
8 hr	YR	56,471	57,658	58,870	60,106	61,367	62,653	63,963	65,298	66,670	68,067	69,489	70,948	72,431	73,952
8 hr	MO	4,706	4,805	4,906	5,009	5,114	5,221	5,330	5,442	5,556	5,672	5,791	5,912	6,036	6,163
C42	HR	27.15	27.72	28.30	28.90	29.50	30.12	30.75	31.39	32.05	32.72	33.41	34.11	34.82	35.55

CLASS SALARY RANGES – Local No. 1
Office Specialist (B21)
Engineering Technician (B22)
Road Maintenance Technician (B23)
Mechanic (B24)
Engineering Technical Specialist (B24)
Utility Maintenance Technician (B24)
Senior Utility Technician (B25)
Heavy Equipment Operator (B25)
Sr. Engineering Technician (B25)
Lead Road Maintenance Technician (B25)
Program Analyst (C42)