

**2021-2022 Memorandum of Agreement**

**By and between**

**YAKIMA COUNTY, WASHINGTON**

**And**

**YAKIMA COUNTY PUBLIC SERVICES DEPARTMENT CLERICAL, TECHNICAL AND PROFESSIONAL EMPLOYEES GROUP**

**For CBA effective January 1, 2021 – December 31, 2022**

Yakima County, hereinafter referred to as the Employer, and Yakima County Public Services Department Clerical, Technical and Professional Group, hereinafter referred to as the Union, agree to adopt this Memorandum of Agreement (MOA) and agree that the provisions of this MOA will be included as part of the 2021 - 2022 Collective Bargaining Agreement (CBA).

This MOA memorializes the agreements between the Employer and the Union regarding the issues described below, and the parties acknowledge that these issues have been agreed upon based on negotiated language in accordance with RCW 41.56.

The Employer and the Union agree that the provisions as set forth in this MOA supersede any conflicting provisions in the Collective Bargaining Agreement (CBA) covering the period of January 1, 2021 to December 31, 2022.

This language replaces the entire article for the remaining term of the CBA January 1, 2021 – December 31, 2022.

**The following language will replace Article X – Wages, Effective January 1, 2022.**

**ARTICLE X – WAGES**

10.1 The Pay Plan(s) effective for 2021 and 2022 are set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference. These 2021 and 2022 Pay Plans are the same as the Pay Plans were for 2020.

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

10.2.1 For 2021, Yakima County shall pay a one-time lump sum payment of six percent (6%) based on only the annual base wage reflected in Exhibit A or B of the 2020 Collective Bargaining Agreement. The lump sum payment applies only for each regular or temporary budgeted eligible employee within the CTP Bargaining Unit.

The following provisions set forth the pay and criteria regarding the lump sum payment. To be eligible for the lump sum:

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

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

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

- (1) Employees must have been hired on or before December 31, 2021; and
- (2) Employee must be in paid status between July 1 – July 15, 2022. Paycheck received from any leave bank balances is considered being in pay status; and,
- (3) Employees in Leave without pay (LWOP) status for the entire pay cycle in which the paycheck is issued are not eligible for the lump sum payment; and,
- (4) The calculated lump sum payment will appear on the July 25, 2022, paycheck less applicable taxes/deductions; and,

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

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

**Effective January 1, 2022 Increments 1 through 4 of the A11 pay band will no longer be utilized for new or current employees. In addition, Increment 1 of the A12 pay band will no longer be utilized for new or current employees to comply with the 2022 Washington State minimum wage.**

**New and current employees currently in Increment 1 through 4 will be moved to Increment 5 of the A11 pay band and new and current employees currently in Increment 1 will be moved to Increment 2 of the A12 pay band.**

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

- a. The first pay period will be the 1<sup>st</sup> through the 15<sup>th</sup> of the month.
- b. The second pay period will be the 16<sup>th</sup> through the last day of the month.
- c. Pay for work performed during the first pay period will be issued on the 25<sup>th</sup> of the month.
- d. Pay for work performed during the second pay period will be issued on the 10<sup>th</sup> of the month following the pay period end.
- e. There shall be no deductions other than required by law or authorized by this Agreement or authorized in writing by the employee. Required and authorized deductions will be applied to each paycheck.

- f. All employees are required to provide information for mandatory direct deposit of all employee paychecks.
- g. Upon request by an employee, opening a payroll debit card with the County's financial institution is available.

The Employer will continue to participate in Social Security.

All employees in the bargaining unit shall be compensated on an hourly basis for hours worked each month.

The Human Resources Department will determine and administer all calculations and eligibility.

10.4 Historically, effective in 2018, the task force of bargaining unit representatives and management established in 2017 (established as the 2017 Task Force on Benefits and Salary), as well as the Salary Committee, will be maintained to engage in informational only discussions about the outcome of the survey conducted by the Human Resources Department in Exhibit "B." These informational discussions are not to be interpreted nor to be construed to mean that the Employer is agreeing to negotiate about the market survey, comparables, the survey's provisions and procedures. Each CBA already states that the market survey is for only informational purposes, and there is no obligation on the part of the Employer to negotiate about and implement the results of any survey.

10.4.1 Beginning in 2018 with a frequency of every four (4) years, a full/in-depth survey will be conducted by the Human Resources Department using the six (6) comparable counties discussed. The six (6) comparable counties are: Benton, Spokane, Kitsap, Thurston, Whatcom, and Grant. For the in-between years (2019, 2020, 2021), a basic touchpoint will be conducted with the sole purpose of gauging the trend in the market. There were 37 jobs identified by the salary committee and task force to be included in the survey. See attachment for list of jobs. The methodology used for analysis will remain the same as outlined in HR 001 Class and Compensation Policy.

10.4.2 In regards to the reference above in section 10.4.1 to the conducting of a full/in-depth survey by the Human Resources Department during 2020, in light of the provisions of section 10.6 below, the parties have mutually agreed that Human Resources Department shall not conduct a full/in-depth survey and instead will dedicate resources to the comprehensive study and analysis of the current job classification (DBM) and pay plan system to reasonably achieve a better job classification and pay plan system.

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

- 10.5 In January 2020, the change in minimum wage was addressed by removing the hourly rate of pay that falls below the State minimum. Increment 1 and increment 2 of the A11 pay plan was discontinued for hiring purposes. The updated pay plan schedule is available on the County's website.
- 10.6 Starting in 2021 and ending in 2022, the Employer will be conducting, through the Human Resources Department, a comprehensive study of the current job classification (DBM) and pay plan system. The Elected Officials, Department Heads, Bargaining Representatives and bargaining unit representatives as well as the members of the Executive Committee will serve on a task force similar to the Task Force on Benefits and Salary as well as the Salary Committee mentioned above in Section 10.4. This task force will engage in informational discussions which shall not to be interpreted nor construed to mean that the Employer is agreeing and obligated to negotiate about the methodologies used to conduct the comprehensive study but rather the task force will engage in information discussions about the outcomes of the study and analysis. The purpose of the comprehensive study is to determine whether the current job classification (DBM) and pay plan system can be improved or whether a new job classification and pay plan system will be in the best interests of the Employer and the Employees. The comprehensive study and analysis may also result in significant changes to the methodology used for analysis as outlined in HR 001 Class and Compensation Policy. It is also possible that if a new job classification and pay plan system is one of the recommendations of the study then the provisions pertaining to Section 10.4 and Section 10.4.1 may be significantly modified and no longer in effect as currently written. The results of this comprehensive study and analysis will be shared with all the affected bargaining units and their representatives. Further, the results of the study will become the subject of bargaining during the relevant successor labor contract term. The parties understand and agree that the ability to pay continues as an important factor with regards to addressing the results of the study and analysis as well as addressing the implementation of aspects of the study and analysis. The parties recognize that the Board of County Commissioners, based on their authority over the budgets, have the final decision-making authority relating to implementation of the results of the comprehensive study and analysis.

IN WITNESS WHEREOF, the parties have agreed to this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**FOR THE UNION:**

\_\_\_\_\_  
Judy Pozarich, President

\_\_\_\_\_  
John Stanton, Vice President

\_\_\_\_\_  
Kim Pfaff, Member at Large

**FOR THE EMPLOYER:**

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

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

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

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

\_\_\_\_\_  
Matt Pietrusiewicz, County Engineer

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

Represented by:

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

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

**2021-2022 Pay Plan**  
**Public Services Clerical, Technical & Professional Group**  
**Effective January 1, 2022**

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	
A11	8 hr	YR	27,210	27,914	28,644	29,385	30,152	30,931	31,734	32,563	33,416	34,281	35,171	36,086	37,025	37,990
	8 hr	MO	2,267	2,326	2,387	2,449	2,513	2,578	2,645	2,714	2,785	2,857	2,931	3,007	3,085	3,166
		HR	13.08	13.42	13.77	14.13	14.50	14.87	15.26	15.66	16.07	16.48	16.91	17.35	17.80	18.26
A12	8 hr	YR	29,497	30,238	30,993	31,771	32,575	33,391	34,231	35,097	35,975	36,877	37,804	38,756	39,733	40,734
	8 hr	MO	2,458	2,520	2,583	2,648	2,715	2,783	2,853	2,925	2,998	3,073	3,150	3,230	3,311	3,395
		HR	14.18	14.54	14.90	15.27	15.66	16.05	16.46	16.87	17.30	17.73	18.18	18.63	19.10	19.58
A13	8 hr	YR	31,796	32,575	33,366	34,182	35,010	35,863	36,741	37,631	38,546	39,486	40,450	41,439	42,452	43,491
	8 hr	MO	2,650	2,715	2,781	2,849	2,918	2,989	3,062	3,136	3,212	3,290	3,371	3,453	3,538	3,624
		HR	15.29	15.66	16.04	16.43	16.83	17.24	17.66	18.09	18.53	18.98	19.45	19.92	20.41	20.91
B21	8 hr	YR	34,825	35,641	36,469	37,322	38,200	39,090	40,005	40,944	41,896	42,873	43,874	44,900	45,951	47,027
	8 hr	MO	2,902	2,970	3,039	3,110	3,183	3,257	3,334	3,412	3,491	3,573	3,656	3,742	3,829	3,919
		HR	16.74	17.13	17.53	17.94	18.37	18.79	19.23	19.68	20.14	20.61	21.09	21.59	22.09	22.61
B22	8 hr	YR	37,841	38,694	39,572	40,462	41,377	42,316	43,268	44,245	45,246	46,272	47,311	48,374	49,462	50,575
	8 hr	MO	3,153	3,225	3,298	3,372	3,448	3,526	3,606	3,687	3,771	3,856	3,943	4,031	4,122	4,215
		HR	18.19	18.60	19.03	19.45	19.89	20.34	20.80	21.27	21.75	22.25	22.75	23.26	23.78	24.31
B23	8 hr	YR	40,870	41,760	42,675	43,602	44,554	45,531	46,520	47,533	48,572	49,635	50,723	51,836	52,973	54,135
	8 hr	MO	3,406	3,480	3,556	3,634	3,713	3,794	3,877	3,961	4,048	4,136	4,227	4,320	4,414	4,511
		HR	19.65	20.08	20.52	20.96	21.42	21.89	22.37	22.85	23.35	23.86	24.39	24.92	25.47	26.03
B24/B31	8 hr	YR	46,211	47,064	47,929	48,807	49,709	50,624	51,551	52,503	53,467	54,444	55,445	56,459	57,498	58,548
	8 hr	MO	3,851	3,922	3,994	4,067	4,142	4,219	4,296	4,375	4,456	4,537	4,620	4,705	4,791	4,879
		HR	22.22	22.63	23.04	23.46	23.90	24.34	24.78	25.24	25.71	26.18	26.66	27.14	27.64	28.15
B25/B32	8 hr	YR	51,032	51,922	52,825	53,739	54,679	55,631	56,595	57,584	58,585	59,611	60,650	61,713	62,789	63,889
	8 hr	MO	4,253	4,327	4,402	4,478	4,557	4,636	4,716	4,799	4,882	4,968	5,054	5,143	5,232	5,324
		HR	24.53	24.96	25.40	25.84	26.29	26.75	27.21	27.68	28.17	28.66	29.16	29.67	30.19	30.72

Pay Grade		Increment 1	Increment 2	Increment 3	Increment 4	Increment 5	Increment 6	Increment 7	Increment 8	Increment 9	Increment 10	Increment 11	Increment 12	Increment 13	Increment 14
C41	8 hr YR	53,331	54,481	55,656	56,855	58,079	59,327	60,600	61,899	63,221	64,581	65,966	67,375	68,821	70,293
	8 hr MO	4,444	4,540	4,638	4,738	4,840	4,944	5,050	5,158	5,268	5,382	5,497	5,615	5,735	5,858
	HR	25.64	26.19	26.76	27.33	27.92	28.52	29.13	29.76	30.39	31.05	31.71	32.39	33.09	33.79
C42	8 hr YR	56,471	57,658	58,870	60,106	61,367	62,653	63,963	65,298	66,670	68,067	69,489	70,948	72,431	73,952
	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
	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
C43	8 hr YR	59,574	60,798	62,047	63,320	64,618	65,953	67,313	68,698	70,107	71,554	73,025	74,533	76,078	77,648
	8 hr MO	4,965	5,067	5,171	5,277	5,385	5,496	5,609	5,725	5,842	5,963	6,085	6,211	6,340	6,471
	HR	28.64	29.23	29.83	30.44	31.07	31.71	32.36	33.03	33.71	34.40	35.11	35.83	36.58	37.33
C44/C51	8 hr YR	63,543	64,828	66,139	67,474	68,834	70,218	71,628	73,074	74,545	76,041	77,574	79,132	80,726	82,358
	8 hr MO	5,295	5,402	5,512	5,623	5,736	5,852	5,969	6,090	6,212	6,337	6,465	6,594	6,727	6,863
	HR	30.55	31.17	31.80	32.44	33.09	33.76	34.44	35.13	35.84	36.56	37.30	38.04	38.81	39.60
C45/C52	8 hr YR	70,552	72,073	73,630	75,225	76,857	78,526	80,220	81,950	83,718	85,535	87,390	89,281	91,210	93,188
	8 hr MO	5,879	6,006	6,136	6,269	6,405	6,544	6,685	6,829	6,977	7,128	7,282	7,440	7,601	7,766
	HR	33.92	34.65	35.40	36.17	36.95	37.75	38.57	39.40	40.25	41.12	42.01	42.92	43.85	44.80