

**2021-2023  
AGREEMENT**

**between**

**Yakima County, Washington**

**and**

**Yakima County Law Enforcement Officer's Guild,**

**Uniformed Deputy Sheriffs**

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## **AGREEMENT**

**between**

**Yakima County, Washington**

**and**

**Yakima County Law Enforcement Officer's Guild,**

**Uniformed Deputy Sheriffs**

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### **PREAMBLE**

This Agreement is entered into by the Board of County Commissioners for Yakima County, Washington, hereinafter referred to as the "County," the Yakima County Sheriff, hereinafter referred to as the "Sheriff," both of whom are the "Employer," and the Yakima County Law Enforcement Officer's Guild, Yakima, Washington, hereinafter known as the "Guild," on behalf of employees of the Sheriff's Office covered by this Agreement.

The purpose of this Agreement is to comply with all the provisions of RCW 41.56 and to increase the general efficiency of the Sheriff's Office and to maintain harmonious relations between the County and Deputy Sheriffs of the Guild and, further, to promote the morale and protect the rights and privileges, well being and security of the Deputy Sheriffs. To accomplish the foregoing, the parties hereto agree to the following articles within this Agreement.

Unless otherwise indicated, "days" for purpose of this agreement means calendar days.

### **RECOGNITION**

The Employer recognizes the Guild as the sole bargaining agent for the purposes of negotiating and establishing salaries, wages, hours and working conditions of employment for all fully commissioned law enforcement officers as defined in RCW 41.26.030(3), excluding the Sheriff, the Lieutenants, unclassified civil service appointees and all other employees of the Sheriff's Office. The Employer agrees to nominate its bargaining representative for subsequent negotiations within three weeks following a request by the Guild on behalf of the fully commissioned law enforcement officers. In this Agreement, the reference to employee shall mean fully commissioned law enforcement officer.

### **PRODUCTIVITY**

It is mutually agreed that the Employer and the Guild shall work together individually and collectively to meet the law enforcement requirements of the Sheriff's Office, to provide the public with efficient and courteous service, to encourage good attendance and morale of employees, and

to promote a climate of labor relations that will aid in achieving a high level of efficiency in the Sheriff's Office.

## **ARTICLE 1 - CHECK OFF**

The County, when so authorized and directed by a member of the Guild in writing, will deduct Guild dues from the wages of all said employees in the bargaining unit. Such authorization shall be irrevocable for the duration of this Agreement, provided that the employee may give notice to the County and the Guild between December 1 and December 20 of each year, canceling this authorization; the cancellation will then be effective December 31 of that year.

## **ARTICLE 2 - GUILD SECURITY/EMPLOYEE RIGHTS**

- 2.1 Employees shall have the right to self-organization, to form, join or assist other law enforcement organization, to bargain collectively through representatives of their own choosing.
- 2.2 The Employer will not discriminate against any employee because of membership in the Guild or because of participation at lawful Guild activities.
- 2.3 Any employee within the bargaining unit who may feel aggrieved, may seek remedy by the grievance procedure provided in this Agreement except as otherwise provided in said Agreement.
- 2.4 The Guild shall be promptly provided by the Yakima County Personnel Office with the name, position or employment, and date of hire of all new employees. Guild representatives and officers shall have access to new employees on the job for the purpose of recruitment. Such access shall, however, be reasonable in time and scope.
- 2.5 The County and the Sheriff recognize, under the terms of this Agreement, the rights of employees concerning freedom of political association, expression, and other rights contained in RCW 41.06.250 and further recognize the right of employees to be free from Employer requests or requirements of political association, expression and support contained in RCW 41.14.190.
- 2.6 The County and the Sheriff recognize that employees may not be required to submit to a polygraph as a condition of employment or continued employment except as provided in RCW 49.44.120. This section does not preclude voluntary polygraphs.
- 2.7 An employee may be required to subject to a breathalyzer, BAC, urinalysis, or other test for the presence of alcohol or drugs only upon reasonable suspicion to believe that the employee is affected by alcohol and/or drugs subject to the drug and alcohol policy set forth in Appendix B.

### **ARTICLE 3 - EQUAL EMPLOYMENT OPPORTUNITY**

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

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

- 4.1 The Guild recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. The Guild agrees that the Employer has core management rights which are exclusively within the Employer's control. The core management rights are:
- A. The right to establish lawful work rules and procedures.
  - B. The right to schedule work and overtime work, and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of the public interest.
  - C. The right to hire, transfer, suspend, discharge, lay off, recall, promote, or discipline employees as deemed necessary by the Employer as provided by this Agreement and/or as provided by the General Rules and Regulations of the Yakima County Civil Service Commission.
  - D. The right to determine the size and composition of the work force and to assign employees to work locations and shifts.
  - E. The right to determine what law enforcement duties shall be performed by various Sheriff personnel and to fix the standards for the work to be performed.
  - F. The parties understand that incidental duties connected with operations, not enumerated in job descriptions, shall nevertheless be performed by the employee when requested by a superior officer.
  - G. The right to make any and all determinations as to the existence of a departmental emergency and the right to take whatever actions the Sheriff deems necessary to address the emergency situation. An emergency shall be a sudden or unexpected happening or situation which calls for action without delay.
  - H. The right to make all determinations with respect to budget matters.
  - I. The right to introduce new, improved or modified methods and/or equipment necessary to provide law enforcement services on an efficient and cost effective basis.

- J. The right to close, transfer or establish precincts, offices, branches, operations, or other facilities.
- 4.2 The Employer recognizes the need of the Guild to be informed of changes to policy, procedure, task and general operations within the organization. To that end:
- A. The Employer will inform the Guild President and Guild attorney in writing of the intent to affect change in policy, procedure, task and general operations.
  - B. The Guild may provide input in writing on changes of interest within thirty days.
  - C. The Employer will take the Guild's response into consideration prior to affecting a change.
  - D. The Employer then has the prerogative to affect change.
  - E. The intent of the provisions in 4.2 is to improve communications between the Employer and the Guild, not to impede the ability of the Employer to implement changes authorized by this contract.
- 4.3 If the Employer makes a change in a mandatory subject of bargaining covered by Section 4.1, then the Guild has the right to request to bargain the effects of the change, but not the decision. The Guild must provide written notice to the Employer of the request to bargain the effects within twenty (20) days of the Employer's written notice to the Guild of the change. The Employer may implement the change, even if effects bargaining has been requested. The Guild shall identify the effects the Guild is seeking to bargain. The Employer will continue to bargain the effects to the extent required by law.
- 4.4 If the Employer wishes to make a change in a mandatory subject of bargaining not covered by Section 4.1, then the Guild has the right to request to bargain the decision, its implementation, and its effects. The Guild must provide written notice to the Employer of the request to bargain within twenty (20) days of the Employer's written notice to the Guild of the proposed change. If the Guild makes a request to bargain, the Employer may not implement the change until negotiations have been completed as required by law.
- 4.5 If the Guild requests bargaining under 4.3 or 4.4, and the parties are unable to reach an agreement within thirty (30) days of the request, or either party earlier declares an impasse, then either party may submit the matter for resolution in accordance with the impasse resolution procedures set forth in Chapter 41.56, RCW.
- 4.6 In the event of an emergency, the Employer will provide as much notice of change as is reasonable under the circumstances. The Employer has the right to implement the change on an immediate basis without negotiations. After the emergency circumstances have passed, the Employer will abide by the provisions of 4.1, 4.2, 4.3, 4.4 and 4.5 above to the extent they are applicable.



- 4.7 The Employer shall not adopt any new policy or procedure which is not authorized by the contract.
- 4.8 The Guild will be provided notice of any available non-patrol bargaining unit positions. Notice of all openings for non-patrol positions will be posted for a period of fourteen (14) days in accordance with YSO Policy 15.4.

#### **ARTICLE 5 - MANUAL OF RULES AND PROCEDURES AND AGREEMENT**

- 5.1 The Sheriff agrees to furnish each employee of the bargaining unit with a copy of written rules, orders, regulations and procedures and provide them with a copy of this Agreement.
- 5.2 New employees shall be provided with the same at the time of their appointment.
- 5.3 Employees shall comply with all rules not in conflict with the expressed terms of this Agreement; provided that the rules be in writing and reasonable notice be given of the existence of said rules and that the rules are uniformly applied and enforced.
- 5.4 Changes or updates to rules, regulations or orders shall be provided in writing. Employees shall be required to sign or initial for same to acknowledge receipt. A reasonable time will be given to allow employees to review and absorb major or significant changes.
- 5.5 In the event that the Employer implements any written standard of care or performance for employees, it shall provide training for such standards using currently accepted training standards.

#### **ARTICLE 6 - LABOR/MANAGEMENT RELATIONS**

##### **6.1 Labor/Management Relations/Meetings:**

- A. Labor/management meetings may be scheduled, at which time matters involving wages, hours and working conditions affecting employees covered by this Agreement may be discussed.
- B. The Employer agrees wherever practicable to notify the Guild in advance of significant, major changes affecting a substantial number of employees or hearings affecting working conditions of employees covered by this Agreement and wherever practicable conferences in good faith shall be held thereon before such changes are placed into effect. For illustrative purposes, such changes would include, but are not limited to, changes in working hours, expansion or reduction of major services, and community relations programs. Transfers, reassignments and emergency situations shall be exempt.
- C. Meetings may be scheduled at a mutually agreeable time, but not later than **twenty (21)** days from the date of request for a meeting. Such request shall be writing and

contain the items at issue. The request shall be sent to the Sheriff if requested by the Guild or the Guild President if requested by the Sheriff.

- D. Meetings shall be scheduled at times most convenient to the participants, provided that no more than four employees of the Guild shall participate. Release time will be permitted as provided in Section 7.2.
- E. The Guild President or his designee shall be granted time off without loss of pay to participate in labor/management meetings and to meet with aggrieved employees and management to resolve grievances or disputes.
- F. This Article is applicable to proposals for the assignment of any work currently performed by members of the bargaining unit to other Department or county employees, including new job positions or classifications

## 6.2 **Collective Bargaining:**

- A. All collective bargaining with respect to wages, hours and working conditions shall be conducted by authorized representatives of the Guild and the Employer.
- B. Employees representing the Guild will be granted release time without loss of pay for collective bargaining sessions if said sessions are scheduled during normal working hours. Participation in the collective bargaining process shall be limited to only four (4) employees representing the employees in the Unit with a maximum of only two (2) on paid release time.

The above representatives shall be inclusive of the Guild President if he/she is a member of the bargaining unit covered by this Agreement.

- C. The employees participating in collective bargaining sessions who work other than the shift during which the session is held, shall be granted release time from their normal shift for an equal number of hours spent in collective bargaining. It is the employee's responsibility to notify his supervisor in advance when negotiation sessions are scheduled.

## 6.3 **Guild Meetings:**

- A. The Guild may send one or two representatives to state or national meetings or conferences concerning labor relations or law enforcement. Each Guild employee shall contribute one (1) hour of annual leave per year to a Guild leave bank. Representatives of the Guild attending the meetings may elect to use their available leaves (excluding sick leave) or the Guild leave bank to prevent a loss in pay. Time off with or without pay shall not exceed five (5) working days per conference per employee. The total amount of release time in any given year for the entire Guild shall be twenty (20) days. The Guild leave bank shall not exceed 300 hours. Guild leave bank hours are for Guild use and are not refundable to individual employees.

The representatives or the Guild president shall give the Sheriff at least three (3) weeks notice of each conference or meeting. If the conference or meeting is scheduled on an emergency basis, the representative or Guild president shall give the Sheriff notice as soon as is reasonably possible. The Sheriff may disallow attendance by the Guild representative if the Sheriff has a special need for that employee's expertise at the time of the conference, or if, because of an unforeseen shortage of available employees, the Sheriff cannot reasonably spare the employee at the time of the conference.

- B. The Sheriff may routinely allow Guild officers a reasonable amount of time while on duty to conduct Guild meetings concerning collective bargaining with the Employer or enforcement of this Agreement. Guild officers shall guard against undue interference with the assigned duties and against the use of excessive time in performing such responsibilities. The Sheriff may deny use of such duty time in the case of a special need for that officer's expertise, or if, because of an unforeseen shortage of available employees, the Sheriff cannot reasonably spare the officer at the time of the Guild meeting.

#### 6.4 **Labor Relations:**

- A. The Guild president or his designee and/or the Guild attorney shall have access to the Employer's operations at reasonable times for the purpose of investigation of grievances, adjusting disputes, and ascertaining that the Agreement is being adhered to, provided that such visitation shall not unduly interfere with the work process or cause undue interruption of work.
- B. The Employer and Guild shall provide access to and, upon request, a copy of relevant documents and records for the purpose of investigating and handling any specific issues which may arise between the parties regarding this agreement. The Employer and the Guild may charge up to the standard commercial charge for such documents and the actual cost of mailing for requested documents. Whenever available in an electronic form, the documents will be supplied to the Employer or Guild in that format without expense.
- C. Upon request by the Guild President, the Employer shall make a reasonable effort to assign the Guild President to day shift hours and/or to an Upper Valley assignment. No grievance may be filed by or on behalf of any employee affected by shift or assignment rescheduling unless some other grounds also exist for such grievance.

## **ARTICLE 7 - SENIORITY**

### **7.1 Seniority:**

- A. Except as otherwise provided for by this Agreement, "seniority" is determined by the length of an employee's continuous service with the Yakima County Sheriff's Office as any or all of the following: fully commissioned deputy sheriff, fully commissioned sergeant or lieutenant, and any unclassified position. In the event of a tie, seniority shall be determined by highest civil service score.
- B. Seniority "within a job classification" or similar terms used in this Agreement means all service within the affected classification together with all service in higher classifications and unclassified positions within the Yakima County Sheriff's Office provided such service has been continuous since the last date of hire.
- C. For purposes of longevity pay seniority is determined by an employee's continuous service in the Yakima County Sheriff's Office regardless of classification, rank, or position.
- D. For purposes of annual leave accrual seniority is determined by an employee's continuous service as an employee of Yakima County.
- E. Employees who are retired, laid off, or receive leaves of absence without pay, shall not suffer a loss of previously accrued seniority if rehired or placed back on active duty within one year of retirement, lay off, or leave of absence.

7.2 The County will provide the Guild with copies of the seniority list on July 1 of each year and shall post the list in conspicuous places available to employees.

7.3 Employees shall lose all seniority in the event of voluntary termination or discharge.

## **ARTICLE 8 - WORK WEEK SHIFTS**

8.1 The option for assigned work week for an employee shall consist of either four 10- hour days or five 8-hour days, within a 7-day work period, or a 14-day work period consisting of seven 12-hour days with 4 hours of Kelly time, as determined by the Sheriff. All work schedules are subject to change in the event of unusual occurrences, civil disorders, national disaster, or as determined by the Sheriff with thirty (30) calendar days' notice to the affected employees except in the event of an emergency. Wherever practical, the days off shall be consecutive. Employees working an 8-hour shift shall be allowed at least 16 hours off between work shifts; employees working a 10-hour shift shall be allowed at least 14 hours off between work shifts; and employees working a 12-hour shift shall be allowed at least 12 hours off between work shifts. The time off between work shifts is applicable except when an employee agrees otherwise, and except for normal shift rotations, emergencies and/or temporary personnel shortages, and unless otherwise impractical. When the employer requires an employee to change scheduled hours of work from one

length of shift to another, the employer shall furnish the employee with at least thirty (30) days' written notice prior to the change taking place. No notice is required if the employee volunteers to change work shifts as a result of a change in job assignment.

- 8.2 Each member of the bargaining unit may be allowed to exchange shifts with other members when the change is not detrimental to the best interests of the Sheriff's Office, as reasonably determined by and subject to the prior approval of the Sheriff or his designees.
- 8.3 Pay Periods: Employees of the Sheriff's Office shall be paid on a monthly basis subject to the provisions of Section 32.1.
- 8.4 Employees shall be allowed one 30-minute meal break and two 15-minute work breaks when they are assigned to an 8-hour shift. Employees shall be allowed one 30-minute meal break and two 20-minute work breaks when they are assigned to a 10-hour shift. Employees shall be allowed two 30-minute meal breaks and two 15-minute work breaks when they are assigned to a 12-hour shift. For employees assigned to 12-hour shifts, the two 30-minute meal breaks will be taken separately, one in the first half of the shift, the second in the last half of the shift. Employees assigned to rotational shifts shall receive such breaks during their shift but shall be subject to call to respond to non-scheduled work duties which arise during such breaks or lunch periods and which require immediate attention. Employees who are assigned to non-rotational work shifts shall take their breaks as scheduled or agreed to by their supervisor during the course of their day and shall be subject to call during those breaks but not during their lunch period.
- 8.5 Overtime Threshold: Employees shall be compensated at a rate of time and one-half (1½) for hours worked outside the regular scheduled work shift or regular scheduled work week or work period. The overtime compensation shall be in the form of pay or compensatory time off at the election of the employee. The parties recognize that for certain special units, the employees are allowed to flex their schedule. For these work units, schedule changes requested by an employee shall be considered to be part of the employee's regular schedule.
- 8.6 All calculations for overtime or compensatory time shall be to the nearest one-quarter (1/4) hour.
- 8.7 Compensatory Time: An employee may carry up to 100 hours of compensatory time from one calendar semester to the next. All compensatory time in excess of 100 hours shall be either paid or used prior to the end of June 30 and December 31 of each calendar year.

## **ARTICLE 9 - ADDITIONAL COMPENSATION**

- 9.1 Court Time: Off duty employees shall be compensated for court appearances, parole and probation proceedings made necessary by reason of their employment in accordance with the following schedule:

- A. A minimum of four (4) hours pay at the employee's applicable rate of pay for each court appearance. "Court appearance" means being in uniform and having to physically appear in court.

A minimum of two (2) hours' pay at the employee's applicable rate of pay for each telephonic hearing. "Telephonic hearing" means appearing via telephone conference call to testify during administrative hearings concerning parole and probation proceedings.

- B. Attendance in excess of four (4) hours for a court appearance or two (2) hours for a telephonic hearing shall be computed to the nearest additional one-quarter (1/4) hour and employees shall be compensated for mileage involving the use of their personal vehicle at the rate established in a resolution by the Board of County Commissioners.

- C. An employee who receives written or oral notice of a cancellation of appearance prior to 5:00 p.m. on the calendar day immediately prior to the scheduled court time shall not be eligible for additional compensation under 9.1.A. or 9.1.B.

An employee who receives written or oral notice of a cancellation of a court appearance or telephonic hearing after 5:00 p.m. on the calendar day immediately prior to the scheduled court time, but prior to the scheduled start time of the hearing, shall receive compensation in accordance with 9.1.A. above.

- 9.2 At Home Calls: For Employees not assigned to On-Call status, Employees called at home for work related purposes shall receive a minimum of fifteen (15) minutes pay at straight time per call or time worked at the applicable overtime rate, whichever is greater. In order to be compensable, the call must be work related and a call log must be completed and is subject to approval, for each call including:

- Time call is initiated
- Time call is completed
- Name of caller
- Reason/nature of the call

- 9.3 Court Fees/Pay: All monies received from the Court as witness fees or pay for jury duty, except mileage allowance, for testimony which is directly job related, shall be surrendered to the County, except for expert witness fees, in which case the employee will not be paid fees or mileage by the County. Employees will be expected to report to work when less than a normal work day is required by such duties.

- 9.4 Stand-By:

- A. Definition. Stand-By means Personnel assigned by the Sheriff or his designee to standby status to meet anticipated needs, and are required to respond immediately,

must be “at-the-ready” and ready to report for work during their assigned standby. Does not include pre-arranged or pre-scheduled meetings.

- B. Personnel who are scheduled and assigned by the Sheriff or his designee, for standby duty shall be compensated at the rate of four (4) hours of straight time pay, or compensatory time at the election of the employee, for each twenty-four (24) hours of standby duty. Where standby duty is less than twenty-four (24) hours, the standby pay shall be prorated.
- C. When a standby employee is actually called out, the employee shall be compensated or paid for hours actually worked in addition to the standby pay.

9.5 Call-Out:

- A. Definition. Call-Out means Personnel who may be called out to duty by the Sheriff or his designee and are required to respond according to supervisor directive. Call-Out pay does not apply to employees who are in Stand-By status under Section 9.4 above.
- B. Any Deputy called out to work outside of their regularly scheduled shift with less than 24 hours’ notice shall be paid a premium of four (4) hours straight time pay in addition to time and half for all hours worked. Call outs with more than 24 hours’ notice (i.e. meetings, shifts, training, events, etc.) shall be paid at time and half for all hours worked with a minimum of three (3) hours.

9.6 Mandatory Training: The Sheriff will endeavor to schedule mandatory training for employees within their normal shift assignments. The Sheriff will attempt to offer one of the training sessions during the early morning hours to accommodate those employees who are assigned to the graveyard or early morning shift. Employees shall be compensated at the applicable rate for all training outside of the county including time spent traveling. If seventy-five percent (75%) or more of the work day or work shift is spent in class outside of the county, that constitutes the work day.

9.7 Dive Team: Employees assigned to engage in diving activities shall receive compensation in accordance with the provisions of 9.4 Stand-By and/or 9.5 - Call Out.

9.8 K-9 Officers: Personnel who serve as K-9 officers of the Sheriff’s Office shall receive extra compensation at the rate of Three Hundred Sixty Dollars (\$360) per month (based on sixteen [16] hours per month at 1.5 times the hourly rate of \$15.00 per hour) for daily care and maintenance of the animal, including, but not limited to, feeding grooming, exercising, veterinary visits, clean-up and bonding. Such pay will be prorated where only part of the pay period is so served. When such officers are actually called out, they shall be compensated in accordance with Section 9.5, in addition to the pay under this section.

If the K-9 officer is required to attend specific advance training with the animal during the K-9 officer’s non-working hours and/or if the K-9 officer is required to make public appearances with the dog, during the K-9 officer’s non-working hours, the K-9 officer shall

submit a request for overtime compensation at the officer's current overtime rate. Approval of such overtime is subject to authorization in advance by the Sheriff or his designee.

Additionally, K-9 officers shall receive a two percent (2%) premium in recognition of the skill, training and hazards involved in the position.

9.9 Specialty Assignments / Premium Pay:

Employees who are specifically assigned by the Sheriff as Field Training Officer (FTO), Drug Recognition Expert (DRE), Traffic, SWAT team members, School Resource Officer (SRO), Detectives and/or Instructor will receive a year round premium pay of two percent (2%) . Qualifications for such pay is not only subject to specific assignment by the Sheriff or his designee, but also satisfactory completion of appropriate training. An employee assigned as an Instructor shall receive a single Instructor premium even if they are designated as Instructor for more than one skill (e.g. Defensive Tactics, EVOC, Firearms, etc.).

Employees assigned to special assignments, including those listed in this section as well as K-9 Officers referenced in Section 9.8 above, shall be eligible to receive a premium pay for up to two assignments for a maximum of four percent premium pay (4%).

9.10 Spanish Bi-Lingual Premium:

In the payroll period following qualification for the Spanish bi-lingual premium, employees who qualify through the testing procedures established by the Employer shall receive a premium of two percent (2%) for those who pass the Employer's bi-lingual/bi-literate testing requirements. The parties agree that an increase in the number of those who qualify for this premium will have a fiscal impact. The parties expressly reserve their right to revisit the number of those eligible to receive this premium to weigh the fiscal impact of this premium against the benefit to the department.

**ARTICLE 10 - HOLIDAY TIME**

10.1 Each full time employee shall be allowed fifty (50) hours of holiday time effective January 1 and fifty (50) hours of holiday time effective July 1. If the holiday time is not used in the semester for which it was intended, ten (10) unused hours shall be carried over to the next semester. Unused hours over ten (10) shall be forfeited. However, if, during the six-month period, four or more requests for use of holiday time have been denied, then the employee may receive up to twenty (20) hours of holiday pay at straight time in addition to the ten (10) hours carried over into the next semester. All other holiday time shall be forfeited. All accrued, but unused, holiday hours shall be paid out to the employee at the time of separation or death, at the applicable rate. Employees scheduled to work on the following holidays will be paid at the rate of time-and-one-half their regular base wage for hours actually worked:

Thanksgiving Day (last Thursday of November)  
Christmas Day (December 25)



New Year's Day (January 1)  
Memorial Day (last Monday of May)  
Independence Day (July 4)

- 10.2 A person who becomes a full time employee during the year shall receive holiday time on a prorated basis from the date the employee first begins working as a full time employee. Employees shall not be penalized for holiday hours already used if they cease working on a full time basis.

### **ARTICLE 11 - ANNUAL LEAVE**

- 11.1 Annual Leave. Annual leave is earned by regular full-time employees of the Sheriff's Office at the rate of nine and one-third hours for each month of completed service. Regular part-time employees earn annual leave on a prorated basis.
- 11.2 Eligibility. Annual leave is not available to the employee until after having served six consecutive months employment.
- A. The Sheriff shall be the final judge of completion of continuous service.
  - B. Casual, intermittent, occasional employment shall be considered as temporary employment and shall not be covered by the provisions of this section.
  - C. All re-employed persons whose continuous service has been broken by termination, shall be considered as new employees under all provisions of these instructions.
  - D. Annual leave credits accumulated are canceled automatically on separation for periods of employment of less than six continuous months.
- 11.3 Accrual. Employees earn nine and one-third hours of annual leave for their first month of employment if they are placed on the payroll on or before the 15th of the month and work continuously through the rest of the month. Terminating employees do not receive annual leave credit for the month in which they terminate unless they actually work continuously through the 15th of the month in which they terminate.

Employees shall attempt to use annual leave during the year in which it is earned. No more than two hundred and forty (240) hours of annual leave may be carried from one calendar year to the next.

Annual leave shall be accumulated and credited in the following manner:

- A. Employees with less than five years service earn annual leave at the rate of 9 1/3 hours per month for a 40-hour week.

- B. Employees who have served five years, will, on their anniversary date, begin earning annual leave at the rate of 10  $\frac{2}{3}$  hours per month for a 40-hour week.
- C. Employees who have served ten years will, on their anniversary date, begin earning annual leave at the rate of 13 hours per month for a 40-hour week.
- D. Employees who have served fifteen years will, on their anniversary date, begin earning annual leave at the rate of 15 hours per month for a 40-hour week.
- E. Employees who have served twenty years will, on their anniversary date, begin earning annual leave at the rate of 16 hours per month for a 40-hour week.
- F. Employees who have served twenty-five (25) years will, on their anniversary date, begin earning annual leave at the rate of 17  $\frac{1}{3}$  hours per month for a 40-hour week.
- G. If date of employment is on or before the fifteenth of the month, that month will count as one month of continuous employment.
- H. If date of employment is after the fifteenth of the month, that month will not count as a month of continuous employment.
- I. Anniversary dates for the accrual of additional annual leave hours shall be adjusted for breaks in service or periods when employees are on authorized leave without pay.

11.4 Computation of Payment. Annual leave may be charged in quarter-hour increments. An employee who normally works an eight hour shift shall be charged eight hours for each day of leave taken. An employee who normally works a ten hour shift shall be charged ten hours for each day of leave taken. An employee who works a twelve hour shift shall be charged twelve hours for each day of leave taken. Refer to Memorandum of Understanding at Appendix C.

- A. All accumulated 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 leave is paid to the estate of the employee. Payment of accumulated annual leave is at the rate of  $\frac{1}{2080}$  of the gross annual salary times the total number of accumulated annual leave hours.
- B. Officers and employees referred to in this section whose employment is terminated by their death, reduction in force, resignation, dismissal, or by retirement, and who have accrued annual leave as specified in this section, shall be paid therefore under their contract of employment or their estate if they are deceased, or if the employee, in case of voluntary resignation, has provided adequate notice of termination.

11.5 Use. Annual leave must be taken at such time as employee can best be spared, but employees will be allowed to take leave, if at all possible, when desired. Therefore, it will

be necessary to schedule vacations as early as possible and have dates approved by the Sheriff.

A. With the approval of the Sheriff, an employee may take all or any portion of the annual leave at any time after January 1, providing the total continuous working days of annual leave taken shall not exceed 30 days. Provided, that such employees are not permitted to use annual leave in excess of their accrued balance. Any leave taken prior to accrual of such leave shall be considered as leave of absence without pay and so deducted from the employee's monthly paycheck.

11.6 Records. The Sheriff is responsible for keeping permanent records of all leave for each employee.

11.7 Bidding. The Employer will post a vacation schedule by March 1 of each year in the department and the schedule will remain posted through March 31. Employees will, during the period of posting, request their desired vacation time. If there is a conflict in vacation time the senior employee on the shift, squad or unit gets first choice; other employees will be asked to state an alternate date by April 20. Seniority may be used in vacation scheduling one time per year. All other requests for annual leave or compensatory time use will be on a first come first served basis within the employee's shift, squad or unit.

During the term of this Agreement, shall operate under an MOU establishing a pilot program for two bidding periods, one in the first half of the year and the other in the second half. Either party reserves the right to reopen this section to incorporate the MOU if both parties agree to continue the pilot program.

For the calendar year 2023 the parties agree to a pilot program in which vacation will be bid in two periods, one in the first half of the year and the other in the second. If both parties agree, this practice may be incorporated into this provision after 2023.

11.8 In order to allow as many employees as possible to utilize accrued vacation hours during peak vacation utilization periods (June 1- September 30), annual leave requests will be limited to periods of ten consecutive work days. During non-peak vacation times employees may be allowed to use additional leave time in the normal fashion.

11.9 Employees who are transferred involuntarily, who have already had their vacation period approved will be allowed to retain that scheduled vacation regardless of their seniority within the new shift, squad or unit to which they are transferred.

11.10 No vacation time will be deducted from that accrued to the employee unless he actually used that vacation time or agreed to deduction of vacation time in lieu of other discipline.

11.11 Annual Leave Sharing Program for Catastrophic Illness. Employees may transfer accumulated annual leave to another employee of Yakima County under specific circumstances. The recipient employee must: have an extraordinary or serious illness or injury; have depleted or shortly will deplete all leave reserves (annual leave, sick leave,

and compensatory time); have diligently attempted to accrue sick leave; and not be eligible for industrial insurance benefits nor any other disability benefits. The donating employee must not request a transfer amount that would result in his or her leave balance falling below eighty (80) hours. Unused leave is returned to donating employees on a pro rata basis.

## **ARTICLE 12 - SICK LEAVE**

- 12.1 Provisions under this article complies with Washington State Initiative 1433 – Washington Paid Sick Leave (WPSL). Employees covered under this CBA will not have a separate WPSL time bank. Upon signing of this agreement, any remaining balance in the previous WPSL time bank will be eliminated.
- 12.2 Sick Leave. Sick leave is earned by regular full time employees for the Sheriff's Office at the rate of eight hours for each month of completed service.
- 12.3 Eligibility. Sick leave is available to the employee after having service one consecutive month of employment.
- A. The Sheriff shall be final judge of completion of continuous employment.
  - B. Casual, intermittent, occasional employment shall be considered as temporary employment and shall not be covered by the provisions of this section.
  - C. Sick leave credits accumulated are canceled automatically on separation, except upon retirement or death, 13.4.B below.
- 12.4 Accrual. Employees earn eight hours of sick leave for their first month of employment if they are placed on the payroll on or before the 15th of the month and actually work continuously through the rest of that month. Terminating employees do not receive leave credits for the month in which they terminate unless they actually work continuously through the 15th of the month.
- A. Sick leave is accumulated to a total of 960 working hours. Sick leave accrued in excess of 960 hours shall be paid out to the employee in December at the rate of one hour for every four hours of sick leave accrued.
- 12.5 Computation of Payment. Sick leave may be charged in quarter hour increments. Only working days are charged. Employees normally working an eight hour shift shall be charged eight hours for each day of absence. Employees normally working a ten hour shift shall be charged ten hours for each day of absence. An employee who works a twelve hour shift shall be charged twelve hours for each day of absence.
- A. Part day sick leave shall commence at the time the employee leaves the work area and shall end at the time the employee returns to the work area.

- B. Upon separation from employment, any unused sick leave shall be forfeited and will not be paid as separation pay, except in the case of death or retirement, 25% of all employee's accumulated sick leave shall be paid to the employee or to his estate. Payment of accumulated sick leave is paid at the rate of 1/2080 of the gross annual salary times 25% of the employee's accumulated sick leave hours. All payments of accumulated sick leave are based on the employee's salary at the time of separation or death.

12.6 Use. Sick leave may be taken for any of the following reasons:

- A. **Employee's Health.** An Employee's mental or physical illness, injury or health condition; preventive care such as a medical, dental or optical appointments and / or treatment;
- B. **Family Member's Health.** Care of a family member with an illness, injury, health condition and/or preventive care such as a medical / dental / optical appointment;
  - a. Family member includes:
    - 1. Child (biological, adopted, foster, step child, child to whom the employee stands in loco parentis, is a legal guardian or is a de factor parent) regardless of age or dependency status
    - 2. Biological, de facto or foster parent, step parent or legal guardian of an employee or the employee's spouse or registered domestic partner or the person who stood in loco parentis when the employee was a minor child
    - 3. Spouse
    - 4. Washington State Registered domestic partner
    - 5. Grandparent
    - 6. Grandchild
    - 7. Sibling
- C. **Public's Health.** Closure of the employee's place of business or child's school/place of care by order of a public official for any health-related reasons;
- D. **Victim of Domestic Violence.** If the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking. Authorized use of for domestic violence, sexual assault or stalking includes:
  - a. Seeking legal or law enforcement assistance or remedies to ensure the health and safety of employee's and their family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault or stalking.
  - b. Seeking treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking.
  - c. Attending health care treatment for a victim who is the employee's family member.
  - d. Obtaining, or assisting the employee's family member(s) in obtaining, services

from: a domestic violence shelter; a rape crisis center; or a social services program for relief from domestic violence, sexual assault or stalking.

- e. To obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault or stalking.
- f. Participating, for the employee or for the employee's family member(s), in: safety planning; or temporary or permanent relocation; or other actions to increase the safety from future incidents of domestic violence, sexual assault, or stalking.

- E. Employees may only use the actual number of hours of sick leave accumulated.
  - F. Sick leave cannot be claimed for employees on annual leave or compensatory time, unless the employee immediately notifies the Employer of the illness. Upon return to work, the employee must present a written doctor's certification verifying the illness subject to the medical confidentiality provisions of the Americans with Disabilities Act (ADA) and reporting requirements of the Family and Medical Leave Act (FMLA).
- 12.7 Reporting. Any employee, who for any reason, must take sick leave shall, as soon as possible, notify his/her immediate supervisor or the Sheriff. A doctor's certification of illness may, to the extent permissible by law, be required of the employee, at the time the employee returns to work, when absent because of illness or injury.
- 12.8 This section applies to employees who suffer an injury or illness. In addition to accrued sick leave and annual leave such employees shall be entitled to up to three months unpaid leave of absence for purposes of recovery. A doctor's certification may be requested outlining the diagnosis of the problem and the prognosis for recovery. Such employees may request a leave of absence prior to exhausting their accrued sick leave or annual leave.

**ARTICLE 13 - FAMILY RELATED LEAVE**

- 13.1 Family and Medical Leave: The Employer shall grant up to 12 weeks of family and medical leave during any twelve month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA), Washington State Family Leave Act (FLA), Washington State Family Care Act (FCA) 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 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Additionally, the employee must have worked at least 1250 hours during the 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 worker's compensation.

- 13.2 Pregnancy Leave: Leaves of absence resulting from childbirth or temporary disability due to pregnancy shall be authorized in accordance with the Yakima County Pregnancy Leave Policy.
- 13.3 Bereavement Leave. Bereavement leave with pay is allowed for an employee to attend and/or make arrangements for a funeral for a death in the employee's immediate family. Immediate family for purposes of this section includes only persons related by blood or marriage or legal adoption, specifically and limited to wife, husband, (including state registered domestic partner per statute), 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. No more than three (3) days bereavement leave is allowed per occurrence and is not cumulative. In the event the employee needs to travel out of state to attend a funeral, bereavement leave shall be allowed up to five (5) days.

#### **ARTICLE 14 - MILITARY LEAVE**

In the case of military leave, the County abides by the provision of the laws of the State of Washington (RCW 38.40.060); employees who are members of the National Guard or Federal Military Reserve Units are entitled to be absent from their duties for up to twenty-one working days with pay during each year beginning October 1st through September 30<sup>th</sup> the following year, while engaged in the performance of ordered military duty.

#### **ARTICLE 15 - EDUCATIONAL LEAVE**

An employee may upon request, be granted a leave of absence without pay for educational purposes to attend an accredited institution when it is related to said employee's employment. The period of such leave may be for one year at the discretion of the Sheriff. Requests for educational leaves and educational leave renewals may be granted at the discretion of the Sheriff.

#### **ARTICLE 16 - LIABILITY INSURANCE**

- 16.1 Consistent with Yakima County Code 2.98.030, if an action or proceeding for damages is brought against an employee arising from acts or omissions made while acting, or in good faith purporting to act, within the scope of the employee's official duties, then the County will provide a defense of the action or proceeding for the employee and indemnify the employee from any damages arising from such an action or proceeding.
- 16.2 In the event that an employee is required to participate in any official proceeding to investigate or determine criminal liability on the part of the employee for acts or omissions occurring in the scope of employment, (including inquests, hearings, judicial inquiry proceedings, state or federal grand jury proceedings, and criminal trials) and no criminal charges are brought or the employee is acquitted after trial, the Employer shall pay on behalf of the employee the reasonable costs of investigation and legal representation for the employee in such proceedings. This shall not prevent the Employer from providing for such costs before and during such proceedings if the Employer deems such expense to be appropriate under the circumstances.

#### **ARTICLE 17 - DISCIPLINE**

- 17.1 Just cause. An employee may be disciplined only for just cause.



17.2 Types of discipline. Disciplinary actions include the following:

- A. Verbal reprimand,
- B. Written reprimand,
- C. Suspension without pay,
- D. Demotion,
- E. Discharge.

In the event of a suspension without pay, the Sheriff may substitute annual leave hours or earned compensatory time in lieu of actual time off without pay subject to mutual agreement of the parties. For any misconduct(s) or violation(s) the Sheriff has the right to implement a disciplinary transfer of an employee for just cause if the Sheriff determines such action to be appropriate.

17.3 The parties agree that for non-serious misconduct(s) or violation(s) progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance and to allow the Employer to document prior disciplinary matters. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offense and prior record of discipline. The order in which these criteria appear are not indicative of their priority. An employee may be suspended without pay when said employee has first received one written reprimand relating to said employee's previous work or conduct. An employee may be discharged when said employee has first received a suspension relating to said employee's previous work or conduct. All previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action.

The parties agree that for serious misconduct(s) or violation(s) progressive and escalating levels of discipline are not applicable but other forms of progressive discipline such as starting with a suspension without pay may be applicable. Serious misconduct(s) or violation(s) warrant the imposition of disciplinary action such as suspension without pay or demotion or discharge on the first offense regardless of whether the employee has any prior record of discipline.

17.4 Misconduct(s) or violation(s) are inclusive of but not limited to the provisions of the Yakima County Civil Service Commission Rules and Regulations as set forth in Rule XIII, Section 4 of said Rules and Regulations as they presently exist.

17.5 Probationary employees. The provisions of this Article shall not apply to newly hired or promoted employees serving a probationary period under RCW Chapter 41.14 provided that the Sheriff's determination shall be final and binding on all parties. A classified employee having civil service status may take a promotion to a higher civil service position and maintain the right to return to said employee's former position or a like position if the Sheriff determines the employee is unable to meet the requirements of the classification.

17.6 Disciplinary action may be reviewed pursuant to Article 19 of this Agreement.

- 17.7 Written reprimands (excluding suspensions without pay, or discharges) shall no longer be considered in evaluating future discipline eighteen months from the date of issuance if no other written reprimands on the same subject matter have been issued during that time.
- 17.8 Only one official personnel file shall be maintained on a bargaining unit member in the Human Resources Office. However, a copy of the personnel file, except for that information which is protected or confidential, may be maintained at the Sheriff's Office. This does not preclude a supervisor from maintaining notes on a bargaining unit member's job performance or a supervisory working file. For purposes of this section a "supervisory working file" consists of material relevant to the preparation of the employee's performance evaluation and/or documentation of oral counseling sessions, verbal reprimands, commendations, training records, or other records related to an employee's performance. Supervisors will maintain the file with documents from the previous year plus the current evaluation year.
- 17.9 Lethal Force: When an employee, whether on or off duty, uses deadly force which results in the injury or death of a person, or discharges a firearm in which no injury occurs, the employee shall not be required to make a written or recorded statement for forty-eight (48) hours after the incident except that immediately following the incident the employee shall verbally report to a superior a brief summary of the incident and any information necessary to secure evidence, identify witnesses, or apprehend suspects. The affected employee may waive the requirement to wait forty-eight (48) hours.

## **ARTICLE 18 - DISCIPLINARY PROCEDURES**

- 18.1 Any employee who is under investigation for disciplinary action which may result in a permanent notation in his/her personnel file or which may result in suspension without pay, demotion or discharge, shall, before being required to respond or answer questions pertaining thereto, be informed of the existence and nature of the allegations, the facts supporting them, and the name of the complainant, if any. If an employee requests, they may have a reasonable time (not to exceed three working days) to consult with a Guild representative or other counsel. The employee has the right to have his/her choice of a Guild representative present or other counsel present during any pre-disciplinary meetings or questioning. In criminal matters the employee shall be afforded the constitutional rights available to any citizen. The employee and the Guild representative shall cooperate with the pre-disciplinary process by attending pre-disciplinary meetings and responding to questions as directed by the Sheriff or his designee.
- 18.2 The employee under such investigation shall be informed of the name of the person in charge of the investigation and their agency, and the name of the questioners and their agency, and all other persons to be present during the questioning. The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which she/he is entitled under the collective bargaining agreement, and Sheriff's Office rules and regulations. Prior to any questioning

where the employee is the focus of an administrative investigation, the employee shall be advised of the following:

You are about to be questioned as part of an administrative investigation being conducted by the Yakima County Sheriff's Office. You are hereby ordered to answer the questions that are put to you that relate to your conduct and/or job performance, and to cooperate with this investigation. You are required to answer questions relating to the performance of your official duties or fitness for duties. Your failure to cooperate with this investigation such as refusal to answer questions can be the subject of disciplinary action in and of itself, including discharge. The statements you make or evidence gained as a result of this required cooperation are admissible for administrative purposes such as discipline but will not be used or introduced into evidence in a criminal proceeding.

- 18.3 When possible, the questioning shall be conducted at a reasonable hour, preferably at a time when the employee is on duty or during the normal waking hours, unless the seriousness of the investigation requires otherwise. If such questioning occurs during off-duty time of the employee being questioned, the employee shall be compensated for such off-duty time in accordance with regular employer procedures. Any questioning session shall be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated. Persons being questioned shall be allowed to attend to their own personal physical necessities whenever reasonably possible. The employer shall not require employees being questioned to be subjected to visits by the press or news media nor, except as required by the Public Disclosure Act, shall their home address be given to the press or news media without the employee's express consent.
- 18.4 The complete questioning of an employee shall be recorded by the employer subject to the consent of the interviewed employee. Upon request, the employee shall be given a copy of any recording in which they participated. As an operation of this agreement, all other participants to the interview will be deemed to have already consented to being recorded.
- 18.5 Any disciplinary action by a supervisor other than the Sheriff, except informal verbal reprimands of which no record is kept or entered in the employee's personnel file, shall not be final unless affirmed in writing by the Sheriff.
- 18.6 The investigation of any potential disciplinary action shall be completed within sixty (60) days of first notice to the employee's superiors. However, the sixty 60 day period shall be extended by additional thirty (30) day periods if the Sheriff provides written notice to the employee of the extension prior to the expiration of the sixty 60 day period, and then again prior to the expiration of the thirty 30 day extension periods. The notice must explain the reasons for the extension. Expiration of the 30 day period without notice of extension shall constitute a final resolution of the disciplinary action in favor of the employee. Employees will be shown the file and provided an opportunity to offer any information at the completion of the internal investigation and before the file is submitted to the Division Chief or the Sheriff for their determination.

- 18.7 **Loudermill Meeting**: In the event that a misconduct or violation may warrant a written reprimand, suspension without pay, demotion or discharge, the employee shall, before the disciplinary action is finalized, have the opportunity to discuss the matter with the Division Chief and Sheriff and be informed in writing of the facts and nature of the charges and the intended discipline and the investigatory file. The employee shall be given an opportunity to respond to the charges, including, if requested, a reasonable time (not to exceed five (5) days) to consult a Guild representative or other counsel. The Sheriff or his designee will make a reasonable effort to schedule the Loudermill meeting within fifteen (15) days of completion of the investigation. Any pre-disciplinary meeting shall be recorded. Following a consideration of any additional information provided by the impacted employee, or if the employee fails to avail themselves of a reasonable opportunity for a Loudermill meeting, the Sheriff may proceed based on the information available without further employee input, and the final determination will be made. The employee will be notified in writing of the final determination and provided with a copy of any additional documents generated through the Loudermill meeting process.
- 18.8 Within 15 days of the completion of the Loudermill meeting, the employer shall furnish the employee with a written decision regarding any disciplinary action. However, if further investigation is necessary as a result of matters raised during the Loudermill meeting, the Sheriff or his designee shall have an additional fifteen (15) days from the conclusion of the investigation to issue a final written decision. The employer shall furnish the Guild president and the Guild Attorney with a copy of all final disciplinary actions within three days after such action is taken. The employer shall, on request, provide the factual and procedural basis for such action to the Guild. The Guild will not distribute such information beyond the Guild board of directors without the affected employee's consent.
- 18.9 The Sheriff or his designee has the right to suspend an employee with pay pending the outcome of an investigation. Such suspension is appropriate if the Sheriff or his designee determines that there are circumstances which could result in interference with an investigation, harm to the employee, harm to fellow employees and/or the potential for liability/damages to the County if the employee were to continue working and/or be present at the work place.

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

- 19.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly. If, however, a grievance cannot be resolved through normal means, the grievance will be settled as hereinafter provided.
- 19.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement.
- 19.3 Any employee who believes that he/she has a grievance arising out of the terms of this Agreement may personally, or through a representative, apply for relief under the

provisions of this Article. An employee may pursue a grievance up to Step 2 but the decision as to whether or not to arbitrate is retained solely by the Guild, not the individual employee subject to the provisions of Section 19.6. If the Guild files a grievance in accordance with Section 19.6 regarding a matter similar to the employee's grievance then the employee must withdraw his/her grievance. All discipline grievances whether filed by the employee or the Guild shall be filed directly with the Sheriff.

- 19.4 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance and that each will abide by the time limitations, unless waived or extended by mutual agreement of the parties to the grievance.
- 19.5 If an employee does not file a grievance within thirty (30) days of its occurrence, then said employee shall have waived all rights and remedies under this Article relating to said grievance. Failure to pursue a grievance to the next step renders final the determination.
- 19.6 The parties agree an election of remedies must be exercised by the employee and the Guild and that said employee as well as the Guild shall not be provided a hearing before both the Civil Service Commission and an arbitrator regarding any disciplinary matter. In the event the Guild chooses to pursue a discipline grievance to arbitration, then the appeal before the Civil Service Commission shall be dismissed prior to any proceedings to arbitration. Should an employee decline to dismiss their civil service appeal, then the Guild shall dismiss the grievance and the request for arbitration. If the employee files a grievance pursuant to Section 19.3 and the Guild files a grievance pursuant to the provisions of this section regarding similar facts and alleged violations then only one of the grievances may be submitted for arbitration and the other must be dismissed by the grievant. If the Guild does not file a grievance within thirty (30) calendar days of its occurrence or knowledge of the occurrence, then the Guild shall have waived all rights and remedies under this Article relating to said grievance. Failure to pursue a grievance to the next step renders final the determination.
- 19.7 A grievance may be verbally presented by the aggrieved employee to the employee's immediate supervisor. The immediate supervisor may respond within three working days. If the matter is not satisfactorily resolved, then the employee may initiate a formal grievance in accordance with the following procedure which in any case, shall be done within thirty (30) days of the date of the occurrence. The employee may elect to file a grievance directly at Step 1 of the procedure set forth below.
- 19.8 The grievance procedure shall be as follows:

Step 1: The grievance shall be presented in written form to the employee's division head and the Guild within thirty (30) days from its occurrence. The division head shall respond in writing within ten (10) days after receiving said grievance with a copy to the Guild. The Guild also retains a right to file a grievance. The Guild, at its option, may file a grievance directly with the Sheriff. To be timely, a Guild grievance must be filed within thirty (30) days of the occurrence or knowledge of the occurrence.

Step 2: If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within ten (10) days of the response in Step 1, above, the grievance in written form, shall be presented to the Sheriff with a copy to the Guild. Thereafter, the Sheriff shall respond in writing to the aggrieved employee and the Guild within ten (10) days after receipt of the grievance.

Step 3:

(a) Final and Binding Arbitration: If the grievance has not been resolved at Step 2, either party to this Agreement may refer unsettled grievances to final and binding arbitration subject to the election of remedies provisions reflected in Section 19.6 above if the matter relates to discipline or promotions and also subject to the 19.6 election of which grievance will be submitted to arbitration in non-disciplinary matters.

(b) Notice - Time Limitation: The referring party shall notify the other party in writing of submission to arbitration within thirty (30) days after receipt of the Step 2 response.

(c) Arbitrator - Selection: After timely notice, the parties shall attempt to select an arbitrator by agreement. In the event the parties are unable to reach agreement on the appointment of an impartial arbitrator within seven calendar days from the receipt of the request for arbitration, then either party may request, subject to any requirements of state law, that the Washington State Public Employment Relations Commission provide a list of eleven qualified and approved non-staff or private arbitrators from which list an arbitrator shall be selected by alternatively striking one name from the list until one name shall remain.

(d) Decision - Time Limit: The arbitrator shall meet and hear the matter at the earliest possible date after his or her selection. After completion of the hearing, a decision shall be entered within thirty calendar days, unless an extension of time is agreed upon by the parties.

The parties agree that discipline grievances shall be expedited. The parties shall promptly select and schedule an arbitrator and the hearing shall be commenced within one hundred and twenty (120) days of the designation of the arbitrator, unless otherwise mutually agreed and/or unless extenuating circumstances make it unreasonable to commence the hearing within that time.

(e) Limitation - Scope - Power of Arbitrator:

(i) The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the terms of this Agreement.

(ii) The arbitrator shall have the power to interpret and apply the terms of the Agreement and to determine whether there has been a violation of the terms of the Agreement.

(iii) The arbitrator shall consider and decide only the questions or issues raised at Step 1 and/or Step 2 and shall have no authority to determine other issues not so submitted. If the parties fail to agree on joint submission of the issue for arbitration, each party shall submit a separate submission and the arbitrator shall select from the issues submitted and determine the issue or issues to be heard and resolved.

(iv) The arbitrator shall have the authority to receive evidence and question witnesses and shall keep a verbatim record of testimony.

(f) Arbitration Award - Damages - Expenses:

(i) The arbitrator shall not have the authority to award punitive damages.

(ii) Each party hereto shall pay the fees and expenses of their own attorneys, representatives, witnesses and other costs associated with the presentation of their case before the arbitrator. The cost and expense of the arbitrator shall be borne equally by the parties.

(iii) Any dispute over the arbitrator's remedy shall be returned to the arbitrator for resolution.

**ARTICLE 20 - PROBATIONARY STATUS LIMITATION**

New employees shall serve a nine month probationary period starting after successful completion and graduation from the Basic Law Enforcement Academy. Newly hired employees who have successfully completed and graduated from the Basic Law Enforcement Academy prior to their employment with the Yakima County Sheriff's Office shall serve a twelve month probationary period starting from their date of hire with the Yakima County Sheriff's office. Employees on probation shall be subject to discharge/termination without just cause and without recourse to the grievance procedure and without recourse to the Civil Service Commission.

**ARTICLE 21 - LAYOFF, RECALL AND TRANSFERS**

21.1 The Sheriff and/or the Board of County Commissioners shall be the sole determiner of when layoffs are necessary. The Board may lay off employees when such action is determined to be necessary by reason of lack of work, lack of funds, and/or reorganization of the department. Each employee affected by a reduction in force/lay-off shall be notified in writing of the layoff and the reasons therefore at least fifteen days prior to the effective date of the layoff.

The parties intend that the County has budgeted adequate funds to compensate employees at the level indicated in this agreement without incurring a layoff. Therefore, layoffs caused from a “lack of funds” occur when unanticipated revenue decreases or expenditure increases prevent the County from maintaining existing staffing levels.

- 21.2 When it is necessary to implement layoffs, the Sheriff shall determine the number of employees by classification in which the reductions will take place. The Guild attorney or President will be notified of the number of employees and classifications designated for reduction as soon as practicable.

Upon request, the employer will agree to meet with the union and discuss the reason for the intended layoffs and alternatives. When reducing the work force, the Sheriff will layoff employees in the reverse order of their seniority within the affected classification of line deputy, deputy sergeant, or lieutenant.

- 21.3 Employees laid off will be eligible for reinstatement for a period of one year. In the event of a vacancy in the effected classification, an employee who has been laid off will have the first opportunity to fill said vacancy or vacancies in the order of their seniority in that position, provided the employee can perform the work needed in a satisfactory manner and provided the layoff period does not exceed one year and that the employees keep the Employer advised of their current address. An offer of re-employment shall be in writing and sent by registered or certified mail, return receipt requested, to the employee. The employee shall be presumed to have received notice within three days after the Employer mailed said notice. An employee so notified must indicate his/her acceptance of said re-employment within ten days of receipt of notice and shall be back on the job within twenty days of acceptance of said offer or forfeit all call-back rights under this Article.

- 21.4 All permanent interdepartmental transfers shall be preceded by a five day written notice to the affected employee, except in the event of emergency.

- 21.5 Persons laid off within each classification shall revert to the next lowest rank or classification in which they have previously served. In the event that such entry requires or results in a reduction in force in the lower rank, such reduction shall be accomplished by a demotion or lay-off of the person or persons in said lower classification or rank having the least seniority. Time spent in all higher classifications or ranks shall count towards seniority for purposes of lay-off within an affected classification, provided that such service has been continuous since the last date of hire. In the event of a subsequent vacancy in a higher classification or rank, employees demoted by lay-off shall have the first right to be reassigned to a higher classification or rank.



## **ARTICLE 22 - MILEAGE**

All employees of the Sheriff's Office required by the County to use their private cars for official Sheriff's Office business as directed by a superior officer, shall be compensated at the current IRS rate. Maximum use shall be made by the County of County owned vehicles in order to avoid use of employee's vehicle wherever practical. Compensation shall not be made for employees traveling from home to work and return.

## **ARTICLE 23 - UNIFORM & EQUIPMENT SUPPLY & UNIFORM CLEANING**

- 23.1 The County shall provide an initial complement of clothing and equipment to employees. The basic initial complement of clothing and equipment for personnel shall be as follows:
- (i) Three pairs of trousers
  - (ii) Three summer shirts
  - (iii) Three winter shirts
  - (iv) Three neckties (clip-on)
  - (v) One summer jacket
  - (vi) One winter coat
  - (vii) One hat and hat badge (dependent on Departmental policy as determined by the Sheriff)
  - (viii) Two badges
  - (ix) One trouser belt
  - (x) One jumpsuit (winter weight)
  - (xi) One pair quality needle resistant gloves (Hatch or similar brand)

Any changes in items of clothing and equipment mandated by the Sheriff shall be provided by the County.

- 23.2 Probationary personnel will be given the complement of clothing and equipment that the Sheriff or his designee determines is necessary to perform their duties and responsibilities until such time as the Sheriff or his designee believe it necessary to issue the full complement to said employees.
- 23.3 Personal property of any employee which is lost, destroyed, or damaged in the line of duty not caused by the direct or sole negligence of the employee, shall be replaced at County expense subject to the Sheriff's approval.
- 23.4 The County agrees to repair or replace defective and/or unserviceable clothing and equipment. The determination as to defects or unserviceability shall be made by the Sheriff.
- 23.5 Uniform Cleaning. The County agrees to provide for a contract cleaning arrangement whereby pickup service will be available at both the Yakima and Lower Valley offices of the Sheriff's Office. Cleaning shall be authorized for all personnel required to wear uniforms in the course of their employment. The County shall determine the place where such clothing shall be cleaned and make disbursements directly to the contract cleaner(s).
- 23.6 Non-Uniformed Personnel: The County agrees to provide non-uniformed personnel with a combined cleaning and clothing allowance per year in the sum of seven hundred dollars (\$700.00) payable in One Hundred Seventy Five Dollar (\$175.00) quarterly increments. Detectives and those other employees determined by the Sheriff to constitute non-uniformed personnel shall be eligible for the clothing and cleaning allowance.

- 23.7 Footwear Allowance: The County will pay each employee \$200 in additional compensation each year, to be included in the February paycheck, as a footwear allowance.
- 23.8 The Employer shall furnish a bullet proof vest to each employee. In lieu of the Employer furnishing a bullet proof vest, the employee may select a bullet proof vest of his/her choice which meets the minimum bullet proof vest standards determined by the Employer. If the employee chooses to purchase a vest that is different from that furnished by the Employer, the Employer shall contribute the dollar amount of the vest being furnished by the Employer toward the purchase of the vest of the employee's choice. Bullet proof vests shall be replaced as required by the manufacturer's warranty, or sooner if necessary to insure officer safety as determined by the Employer. The Employer shall notify the employees of the vest designation, and shall advise the employees of the price of the vest, and the name and address of the supplier.
- 23.9 Each vehicle shall be equipped with a locking shotgun rack and/or rifle rack.

#### **ARTICLE 24 - SERVICE EQUIPMENT**

- 24.1 Each fully commissioned deputy will be issued the following service equipment:
- (i) Employer approved sidearm
  - (ii) Portable radio
  - (iii) Standard set of handcuffs
  - (iv) OC spray
  - (v) Tazer
  - (vi) Flashlight (Streamlight Model SL20X or SL20XLED)
  - (vii) Duty gear (holster, belt, radio carrier, cuff carrier, OC carrier, Tazer carrier, key carrier, keepers)
- Lost, damaged, and/or nonfunctional service equipment will be replaced from available inventory which will include nylon, molded, and leather duty gear. All issued equipment will be properly maintained by the employee and returned to the County upon termination of employment.
- 24.2 The employee may purchase his/her own gear, but it must meet County requirements.
- 24.3 Each employee shall be issued fifty rounds of new duty ammunition each year for the weapon carried by the employee. Additionally, the Employer shall supply, at the request of the employee, a reasonable amount of additional practice ammunition during scheduled firearm qualification sessions.

#### **ARTICLE 25 - WORK IN HIGHER CLASSIFICATION**

An employee who is specifically assigned to do work at a higher level than he/she is normally assigned for eight hours or more shall be compensated at the base rate of the corresponding entry

level for the assigned position. If reasonably available, persons assigned to work at such positions should be from a list of eligible employees for promotion to that classification at the time of service. Subject to the other provisions of this Agreement, payment for such activity shall be made pursuant to Article 33.

### **ARTICLE 26 - PERSONNEL FILES**

- 26.1 Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including personal photographs, are confidential and shall restrict the use of information in the files to internal use by the Sheriff's Office and the Human Resources Department, unless disclosure is otherwise required by law. If the Employer receives a Public Disclosure request for information from an employee's personnel file, the Employer shall promptly notify the employee of the request and shall cooperate with the employee to the extent permitted by law to protect the information. In all other circumstances in which an agency makes a legally authorized request for information from an employee's personnel file, the Employer shall give the employee such notice as is allowed by law and is reasonable under the circumstances and shall cooperate with the employee to the extent permitted by law to protect the information.
- 26.2 Employees shall be notified and receive a copy of material placed in their personnel file relating to job performance or personal character.
- 26.3 Upon appropriate request, an employee may inspect his/her personnel file subject to the following provisions:
- A. Inspection shall occur during non-working hours, including lunch and break periods, or at a time and in a manner mutually acceptable to the employee and the County.
  - B. Upon request, an employee who has a written grievance on file who is inspecting his/her personnel file with respect to such grievance, may have a representative present during such inspection.
  - C. Copies of materials in an employee's personnel file shall be provided the employee upon written request.
  - D. Pre-employment information such as reference checks and responses, or information provided the Employer with the specific request that it remain confidential, shall not be subject to inspection or copying.
  - E. An employee may, at his request, have placed in the employee's personnel file, a statement containing the employee's rebuttal to any information in the file.

## **ARTICLE 27 - FIREARMS**

- 27.1 No employee shall be required to work without a firearm unless mutually agreed to the contrary, provided that the Sheriff or his designee may direct that the firearm not be readily visible in particular situations.
- 27.2 An employee is permitted to carry a firearm even while off duty in Yakima County.

## **ARTICLE 28 - WAIVER OF PORTION OF AGREEMENT**

The expressed provisions of this Agreement may not be waived except by mutual agreement of the Guild and the County, and in any individual case, the affected employee. Neither County or Guild will ask for or accept a voluntary waiver by an employee without prior consent of the other party.

## **ARTICLE 29 - STRIKES AND LOCKOUTS**

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

## **ARTICLE 30 - SAVINGS CLAUSE**

Should any section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific section or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

## **ARTICLE 31 - PAY PLAN**

A pay plan structure exclusively applicable to employees of this unit is established in Appendix "A". The pay plan structure for the years covered by this Agreement are set forth in Appendix "A-1" through "A-3".

Effective April 1, 2021, a wage increase of 4% to the salary schedule (Appendix "A-1").

Effective January 1, 2022, a wage increase of 4.5% to the salary schedule (Appendix "A-2").

Effective January 1, 2023, a wage increase of 5.0% to the salary schedule (Appendix “A-3”)

**ARTICLE 32 - SALARY AND OTHER COMPENSATION**

32.1 The current pay practice will be maintained. Effective upon a directive from the Internal Revenue Service to change the current pay system, this section shall be reopened for further negotiations.

**ARTICLE 33 - MEDICAL BENEFITS**

33.1 The Uniform Medical Plan – Classic full benefits package will be the insurance plan for all employees. The Employer contribution shall be 100% of the premium for the employee only. In addition, the Employer will pay 90% of the premiums for all dependent categories, such as spouse, child, or children, and full family after deduction of the Employer’s employee only contribution. The employee’s 10% dependent share shall be by payroll deduction beginning in the first month of enrollment in the PEBB

33.2 Employees are not entitled to receive any funds not applied to coverage for themselves and their dependents under the available plans.

**ARTICLE 34 - LONGEVITY**

34.1 Longevity pay shall be paid to all members of the Guild who have completed a minimum of five years of service with the Yakima County Sheriff’s Office. For purposes of computing years of service within the department, all absences such as sick leave, disability leave, leave of absence and vacation time shall be included but leaves of absence without pay for any purpose shall be excluded.

34.2 Longevity pay is to be added to the base pay regardless of rank or position of the Yakima County Sheriff’s Department as follows:

- A. From the beginning of the sixth year to the end of the tenth year – 1.5% of base pay per month.
- B. From the beginning of the 11<sup>th</sup> year to the end of the 15<sup>th</sup> year – 3.75% of base pay per month.
- C. From the beginning of the 16<sup>th</sup> year to the end of the 20<sup>th</sup> year – 5% of base pay per month.
- D. From the beginning of the 21<sup>st</sup> year to the end of the 25<sup>th</sup> year – 6.5% of base pay per month.
- E. More than 25 full years – 7.75% of base pay per month.

Effective January 1, 2022, the Longevity pay matrix above will be modified as follows:

- A. From the beginning of the sixth year to the end of the tenth year – 1.5% of base pay per month.
- B. From the beginning of the 11<sup>th</sup> year to the end of the 15<sup>th</sup> year – 4.0% of base pay per month.
- C. From the beginning of the 16<sup>th</sup> year to the end of the 20<sup>th</sup> year – 5.25% of base pay per month.
- D. From the beginning of the 21<sup>st</sup> year to the end of the 25<sup>th</sup> year – 6.75% of base pay per month.
- E. More than 25 full years – 8.0% of base pay per month.

**ARTICLE 35 - EDUCATIONAL INCENTIVE AND TRAINING**

35.1 Employees who possess an AA/90 Credits or BA degree shall be eligible for an education attainment incentive in accordance with the following schedule:

AA Degree/90 Credits	1.75%
BA Degree	3.25%
MA Degree (or more)	3.5%

35.2 Training: The Employer agrees to provide the following as a minimum for annual training:

Firearm Instruction	4 hours
Defensive Tactics	8 hours
EVOC	4 hours
Total Annual Training	16 hours

The instruction minimums set forth above shall be in the form of classroom or practicum time and computer or video instruction shall not be used as a substitute.

**ARTICLE 36 - BULLETIN BOARDS**

The Guild shall be entitled to maintain one bulletin board in a conspicuous place in the Yakima main office and one in the Zillah substation.

**ARTICLE 37 - NEGOTIATION PROCEDURES**

37.1 For the contract year 2024 and beyond, negotiations shall commence on or before September 15, 2023, for matters covered or to be covered by this Agreement.

37.2 The parties shall meet at times and places mutually agreed on. Either party may compel the meetings to be conducted at a neutral location. If either party so requests, they shall endeavor to meet at least twice each calendar month. Neither party shall refuse to discuss any lawful or mandatory proposals submitted to the other for consideration for inclusion in the Agreement.

**ARTICLE 38 – TERMINATION**

38.1 This Agreement shall be administered and implemented in good faith by both parties and shall be effective as of the 1st day of April, 2021, except as otherwise provided, and shall remain in full force and effect until December 31, 2023. The parties further agree; however, that if they have not reached Agreement on or put into effect a subsequent contract as of December 31, 2023, then the terms and conditions of this Agreement shall continue in effect as an interim Agreement of the parties and shall continue in full force and effect until a subsequent Agreement is reached or until one party or the other gives notice of termination of the Agreement. The party giving notice of termination of the Agreement must provide thirty working days written notification prior to the effective date of said termination.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**FOR THE GUILD:**

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

\_\_\_\_\_  
Caleb Johnson, President

\_\_\_\_\_  
Amanda McKinney, Chairman

\_\_\_\_\_  
Sergio Reyna, Vice-President

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

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

\_\_\_\_\_  
Ron Anderson, Commissioner

\_\_\_\_\_  
Robert Udell  
Yakima County Sheriff

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

Represented by:

Represented by:

\_\_\_\_\_  
James M. Cline,  
Guild Attorney

\_\_\_\_\_  
Daniel A. Swedlow,  
Management Attorney



**YAKIMA COUNTY SHERIFF'S DEPARTMENT  
DEPUTY SHERIFF'S PAY PLAN  
Effective April 1, 2021**

Class Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Deputy Sheriff	\$60,449	\$64,719	\$69,361	\$74,246	\$80,222	\$84,223
	5,037	5,393	5,780	6,187	6,685	7,019
	\$29.06	\$31.12	\$33.35	\$35.70	\$38.57	\$40.49
Deputy Sergeant	\$94,238	\$98,905				
	7,853	8,242				
	\$45.31	\$47.55				

**PAY PLAN STRUCTURE:**

1. There are six steps for Deputy Sheriff and two steps for Deputy Sergeant.
2. Implementation of the plan with respect to the six steps for Deputy Sheriff are as follows:
  - A. Step one to step two upon completion of one year (12 months) of employment.
  - B. Step two to step three upon completion of one year (12 months) at step two.
  - C. Step three to step four upon completion of one year (12 months) at step three.
  - D. Step four to step five upon completion of one year (12 months) at step four.
  - E. Step five to step six upon completion of one year (12 months) at step five.
3. Implementation of the plan with respect to the two steps for Deputy Sergeant are as follows:
  - A. Step one to step two upon completion of one year (12 months) at step one.

**YAKIMA COUNTY SHERIFF'S DEPARTMENT  
DEPUTY SHERIFF'S PAY PLAN  
Effective January 1, 2022**

Class Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Deputy Sheriff	\$63,169	\$67,631	\$72,482	\$77,587	\$83,832	\$88,013
	5,264	5,636	6,040	6,466	6,986	7,334
	\$30.37	\$32.52	\$34.85	\$37.30	\$40.30	\$42.31
Deputy Sergeant	\$98,478	\$103,356				
	8,207	8,613				
	\$47.35	\$49.69				

**PAY PLAN STRUCTURE:**

1. There are six steps for Deputy Sheriff and two steps for Deputy Sergeant.
2. Implementation of the plan with respect to the six steps for Deputy Sheriff are as follows:
  - A. Step one to step two upon completion of one year (12 months) of employment.
  - B. Step two to step three upon completion of one year (12 months) at step two.
  - C. Step three to step four upon completion of one year (12 months) at step three.
  - D. Step four to step five upon completion of one year (12 months) at step four.
  - E. Step five to step six upon completion of one year (12 months) at step five.
3. Implementation of the plan with respect to the two steps for Deputy Sergeant are as follows:
  - A. Step one to step two upon completion of one year (12 months) at step one.

**YAKIMA COUNTY SHERIFF'S DEPARTMENT  
DEPUTY SHERIFF'S PAY PLAN  
Effective January 1, 2023**

Class Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Deputy Sheriff	\$66,327	\$71,013	\$76,106	\$81,467	\$88,024	\$92,413
	5,527	5,918	6,342	6,789	7,335	7,701
	\$31.89	\$34.14	\$36.59	\$39.17	\$42.32	\$44.43
Deputy Sergeant	\$103,402	\$108,524				
	8,617	9,044				
	\$49.71	\$52.18				

**PAY PLAN STRUCTURE:**

1. There are six steps for Deputy Sheriff and two steps for Deputy Sergeant.
2. Implementation of the plan with respect to the six steps for Deputy Sheriff are as follows:
  - A. Step one to step two upon completion of one year (12 months) of employment.
  - B. Step two to step three upon completion of one year (12 months) at step two.
  - C. Step three to step four upon completion of one year (12 months) at step three.
  - D. Step four to step five upon completion of one year (12 months) at step four.
  - E. Step five to step six upon completion of one year (12 months) at step five.
3. Implementation of the plan with respect to the two steps for Deputy Sergeant are as follows:
  - A. Step one to step two upon completion of one year (12 months) at step one.

## APPENDIX “B”

### SUBSTANCE ABUSE POLICY AND PROCEDURES

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**YAKIMA COUNTY SHERIFF'S DEPUTIES  
SUBSTANCE ABUSE POLICY**

**POLICIES AND PROCEDURES FOR DRUG/ALCOHOL TESTING AND  
TREATMENT**

These policies and procedures have been agreed to by the parties and shall become a part of the current labor agreement between Yakima County and the Yakima County Deputy Sheriff's Guild. All applicable articles of the contract shall apply to these policies and procedures.

**A. PURPOSE**

The County has a strong commitment to provide a safe work environment for its employees and to establish programs promoting high standards of employee health and safety. Consistent with that commitment, this policy establishes prohibitions regarding alcohol and controlled substances and the right of the County to screen or test employees to determine the presence of alcohol and/or controlled substances.

**B. POLICY**

1. It is the policy of Yakima County to provide an alcohol- and drug-free workplace for its deputies.
2. It is the responsibility of the Employer, Guild and employees to preserve and protect public trust, public safety, and fitness for duty.
3. It is the responsibility of all employees to report for duty and be able to perform their jobs safely and effectively, without the presence of drugs, alcohol, or any other intoxicating substance.
4. The presence, possession, manufacture, use, distribution, or sale of alcohol, unlawful drugs or drug paraphernalia on County premises or while on duty is prohibited.

**C. APPLICABILITY**

This policy applies to all bargaining unit employees through the rank of Sergeant.

**D. DEFINITIONS**

For purposes of this policy, the following terms have the meanings indicated:

1. Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.
2. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, inclusive of deferred prosecution, by any judicial body charged with the responsibility to determine violations of Federal, State, or County drug laws.

3. Counseling means participation in a substance abuse treatment or rehabilitation program provided through the Yakima County Employee Assistance Program (EAP).
4. Criminal drug statute means any criminal law involving the presence, manufacture, distribution, dispensing, use, or possession of any controlled substance.
5. Medical Review Officer (MRO) is a licensed physician selected by the Employer to receive positive drug test results from the laboratory, analyze and interpret the results, and report to the employer those results as outlined in Section I of this policy.
6. Prohibited Substances are those substances whose dissemination is regulated by law, including, but not limited to narcotics, depressants, stimulants, hallucinogens, cannabis, and alcohol. For the purpose of this policy, substances that require a prescription or other written approval from a licensed health care provider or dentist for their use shall also be included when used other than as prescribed. Some of the drugs and/or their metabolites that are included, but not limited to, in these categories are as follows:
  - Amphetamines
  - Methamphetamines
  - Barbiturates
  - Benzodiazepines
  - Cannabinoids
  - Cocaine metabolites
  - Methadone
  - Methaqualone
  - Opium or Opiates (Codeine)
  - Opium or Opiates (Morphine)
  - Phencyclidine (PCP)
  - Propoxyphene
8. Reasonable suspicion and other bases of testing means facts and circumstances sufficient to lead a reasonable person to suspect that the employee has the presence of drugs and/or alcohol in the employee's blood, breath and/or urine, whichever is applicable.
- 9.. Representation means Employee's right to Guild representation at testing sites and at any subsequent disciplinary action related to implementation of substance abuse procedures; provided, however, such representation shall not interfere with timely implementation of procedures.
10. Substance abuse means the use or presence of a substance, including medically authorized drugs other than as prescribed for the user, which violates this policy, impairs job performance or poses a hazard to the safety and welfare of the employee, the public, or other employees.

11. Substance Abuse Professional (SAP) is a licensed physician, psychologist, social worker, employee assistance professional, or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.
12. Unreasonable delay means a delay of the testing procedure for a period of time, as defined by the collection site or laboratory personnel, which would render the test invalid, useless and/or inaccurate.

## **E. EDUCATION**

Pursuant to the provisions of the Drug-Free Workplace Act of 1988, the County will establish an education and training program (may be limited to written materials without classroom training) to assist employees to understand and avoid the perils of drug and alcohol abuse. A reasonable ongoing educational effort will be made to prevent and eliminate drug and alcohol abuse that may affect the workplace.

Hence, the Department's program should address:

- ♦ The dangers of drug and alcohol abuse in the workplace;
- ♦ The County's policy of maintaining a drug- and alcohol-free workplace;
- ♦ The availability of drug and alcohol treatment, counseling and rehabilitation programs; and
- ♦ The penalties that may be imposed upon employees for drug and alcohol abuse violations.

In addition to the training above, the County shall provide training to supervisors who may be asked to determine whether reasonable suspicion exists to require an employee to undergo drug and/or alcohol testing. The supervisory training shall include training on alcohol use and drug use. This training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol usage and drug use. Supervisors who have not received initial training may request another supervisor who has undergone this training to make the determination.

## **F. EMPLOYEE RIGHTS AND RESPONSIBILITIES**

1. The County has the right to require an employee to undergo a drug and/or alcohol test when there is reasonable suspicion to indicate the employee has used and/or the presence of a substance which violates these policies, causes the employee to pose a hazard to the safety of the employee, the public, or other employees. However, an employee may be required to undergo a re-examination drug and/or alcohol test as provided in Section J.2. of this policy.
2. It is the employee's responsibility to report for duty without the presence of drugs and/or alcohol, be able to perform his/her job

safely and effectively, without drugs, alcohol, or any other intoxicating substance in the employee's blood, breath and/or urine.

3. Employees are responsible for obtaining from their health care provider adequate information about the effects of prescription medication on job performance; and promptly notifying his/her supervisor of same; or promptly notifying his/her supervisor of the effects on job performance of over-the-counter medication being taken.
4. Employees are prohibited from the presence of, possessing, manufacturing, using, distributing, or selling alcohol, controlled substances or drug paraphernalia on County premises or while on duty. For purposes of this policy, "on duty" time includes meal and break periods during the work shift.
5. Employees are encouraged to request assistance with drug use and/or alcohol abuse problem(s), with the understanding that the first request for assistance will not be used as the basis for disciplinary action. However, a request for assistance shall not be used to exempt employees from job performance requirements.
6. In accordance with the Drug-Free Workplace Act of 1988, an employee who is convicted and/or any other alternative disposition like plea bargain, deferred prosecution, of a violation of a criminal drug statute shall notify the Sheriff or his/her designee no later than 5 days after such conviction. For purposes of this policy, a criminal drug statute means any criminal law involving the manufacture, distribution, dispensation, use, or possession of any controlled substance.
7. Employees have the right to challenge the results of certain tests and certain discipline imposed in accordance with the Grievance procedure of their labor contract. Employees who dispute the results of a drug test may have their split sample tested at their own cost at another DHHS-certified laboratory. This employee request must be made in writing within 72 hours of notification of a positive drug test result by the MRO.
8. Employees having knowledge of another employee's condition/behavior that poses a potential threat to the safety of employees and/or the public are obligated to immediately inform the employer of the problem. The employer may assist the employee in getting help with the problem.
9. Employees who are required to undergo a drug and/or alcohol test will be provided transportation to the collection facility and shall also be offered transportation home by a Department representative. If suspected of being impaired, the employee will be advised against driving him/herself home or otherwise operating a motor vehicle.



10. Employees may have a Guild representative present at the collection facility. However, the lack of Guild representation shall not cause unreasonable delays in the collection process. If there are delays and the test is rendered invalid, useless, and/or inaccurate, then the Employer has the right to proceed based on observations if the Employer determines discipline is applicable provided that this does not prevent the Guild from challenging the accuracy under the grievance procedure.
11. Employees shall fully cooperate in the collection process.

## **G. DETECTION**

1. Reasonable suspicion and the basis for implementation of substance abuse testing: Once the steps outlined in the attached “Supervisor's Guidelines” are followed, an employee may be required to undergo a drug and/or alcohol test when reasonable suspicion exists to indicate that the employee has the presence of a prohibited substance in the employee’s blood, breath and/or urine, whichever is applicable. Other bases for testing include where an employee is involved in any accident if the employer suspects the presence of alcohol and/or controlled substance where the County receives reliable information based upon personal knowledge of an individual, including but not limited to, other employees of the County, the medical community, or law enforcement personnel, of involvement by the employee with alcohol and/or controlled substances.
2. The decision to conduct a drug and/or alcohol test shall be made by the employee’s on-duty supervisor or the highest-ranking supervisor on duty. In all cases, the on-call executive will be notified as soon as the situation allows.
3. Refusal to submit to a drug and/or alcohol test authorized by this policy shall be grounds for discharge.
4. Searches:
  - (a) The Department has the right to search, without employee consent, any and all County-owned property. These areas include, but are not limited to, office space, cars, desks, file cabinets and the like.
  - (b) The Department shall have the right to search (1) County-owned property and (2) with probable cause, private property belonging to the employee, such as a personal equipment bag, brief case, or private vehicle on County premises. The employee shall have the right to Guild representation during the search provided such representation does not delay the search.

(c) If the Department is going to conduct a search, the Department shall first inform the employee that:

(1) The Department has reasonable suspicion to suspect that evidence exists within the area or item to be searched which could be used in disciplinary and/or legal proceedings against the employee;

(2) The employee has the right to Guild representation during the search.

(d) The Department may contact a police authority having jurisdiction to conduct a search according to and in the manner authorized by law.

5. Presence of, use of, possession, manufacture, distribution or sale of alcohol, drugs, or drug paraphernalia on County property or during work time is expressly prohibited and provides a basis for discipline under department rules and regulations, and shall constitute cause for drug and/or alcohol testing under this policy. For purposes of this policy, work time includes meal and break periods or any other time when the employee is on paid status and also includes when an employee is operating a County vehicle off-duty. Alcoholic beverages that are properly stored, unopened, in the trunk of an employee's personal vehicle will not be considered a violation of this policy. Any illegal drugs and/or drug paraphernalia coming into the County's possession will be turned over to the police authority having jurisdiction.

## **H. TESTING PROCEDURES**

1. Drug and alcohol testing shall be conducted in a manner designed to protect employees, protect the integrity of the testing process, safeguard the validity of test results, and ensure that those results are attributed to the correct employee.
2. Employees who are required to undergo a drug and/or alcohol test will be provided transportation to the collection facility and shall also be offered transportation home by a Department representative.
3. Employees may have a Guild representative present at the collection facility. However, the lack of Guild representation shall not unreasonably delay the collection process.
4. Employees required to undergo a drug and/or alcohol test shall cooperate fully in the collection process and complete all required forms and documents. These forms include, but are not limited to, a Consent/Release form and an Interview form.
5. Urine samples for drug testing shall be collected at a collection site designated by the Employer using the split sample collection method. The split sample is made available if retesting becomes necessary. Any

specimen that tests positive for drugs shall be retained in long-term frozen storage by the laboratory conducting the analysis for a minimum of one year.

6. If medical personnel at the collection site have reason to believe that an adulterated or substituted sample has been provided (or that the employee-altered or substituted the sample), the employee will be required to immediately submit a second sample (or the original sample). This collection shall be under the direct observation of a same gender collection site staff person. The employee will be required to provide the additional or original sample during an observed collection prior to leaving the collection site.
7. An appropriate chain of custody procedure shall be followed in the administration of all drug tests. Urine samples shall be sealed and initialed by the employee and a witness.
8. Urine samples shall be promptly sent to and tested by a laboratory that is certified to perform drug tests by the Department of Health and Human Services (DHHS). Initial drug screening shall be conducted using an accepted immunoassay method. All positive tests shall be confirmed using the gas chromatography/mass spectrometry (GC/MS) drug testing method. The laboratory shall test for only the substances and within the limits as follows for the initial and confirmation tests, as provided within NIDA standards, unless this section is modified by amended agreements provided for in Section L.3.:

Initial Tests

Alcohol *	
Marijuana metabolites	50 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites (morphine and codeine)	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines (Amphetamine and Methamphetamine)	1000 ng/ml
Barbituates	300 ng/ml
Benzodiazepines	300 ng/ml
Methadone	300 ng/ml
Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml

- a. If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

Confirmatory Test

Alcohol *	
Marijuana metabolites	15 ng/ml
Cocaine metabolites	150 ng/ml
Opiate metabolites (morphine and codeine)	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines (Amphetamine and Methamphetamine)	500 ng/ml
Barbituates	300 ng/ml
Benzodiazepines	300 ng/ml
Methadone	300 ng/ml
Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml

9. Alcohol shall be tested by means of a Breathalyzer machine currently in use (B.A.C.) or future equipment which may supercede the B.A.C. machine (but excludes the P.B.T. device.) Breathalyzer alcohol tests shall be conducted at a site designated by the Employer. The testing shall follow the protocols established for criminal investigations, including the requirement of two breath samples within the proper variance. If the initial test indicates an alcohol concentration of .02 or greater, a second test shall be performed to confirm the results of the initial test at the election of the employee. The confirmatory test shall be by means of a blood draw. The confirmatory test shall also use a .02 blood alcohol concentration level to measure a positive test. If the Employee refuses to take the second confirmatory test, the first test will be used to determine alcohol concentration. The use of a BAC does not preclude the use of a blood draw for the initial testing. Whether a BAC and/or a blood draw is used depends on the circumstances leading the Employer to the conclusion that there needs to be a test.

\*The Sheriff's position is that with regard to the cut off level for a positive alcohol test result it is .02 or greater based on his belief that law enforcement should be a no tolerance environment and the presence of any alcohol should be prohibited for safety reasons and to set an example within the jurisdiction of this Sheriff.

10. Upon written request by the employee, the County shall make one legible copy of the results of his/her drug and/or alcohol tests available to the employee.
11. All information collected in the process of conducting a drug and/or alcohol test shall be treated as confidential information. These files shall be separate from the personnel file; sealed and maintained in a secure medical file. However, such information shall become available to other persons on a need to know basis if there is a grievance or other administrative law or legal action.

12. Employees who refuse or fail to fully cooperate in the collection process shall be subject to discipline up to and including discharge. Examples of a failure to fully cooperate include such actions as, refusing to sign the necessary consent/release forms; delaying and/or obstructing the collection process; failing to provide the specimen for testing; and attempting to substitute or adulterate a specimen. The foregoing list is not intended to be an all-inclusive list. Sheriff management shall, in all circumstances, have the final right to determine the appropriate level of discipline depending on the specific circumstances, the employee's performance record, and any other pertinent facts.

## **I. REPORTING OF RESULTS**

1. The County shall have a designated Medical Review Officer (MRO) who must be a licensed physician with knowledge of substance abuse disorders and familiar with the characteristics of the laboratory tests (sensitivity, specificity, and predictive value). The role of the MRO will be to review and interpret the positive drug test results.
2. Alcohol Test Results. Laboratory or collection site personnel will report the test results to the Sheriff or his/her designee and the County Human Resources Director. If the confirmation test meets or exceeds 0.02 g/210 ml, the laboratory or collection site personnel shall report to the Sheriff, or his or her designee and the County Human Resources Director that the employee tested positive for alcohol. If the test result is below 0.02 g/210 ml, the laboratory or collection site personnel will report to the Sheriff or his or her designee and the County Human Resources Director that the employee tested negative for alcohol.
3. Drug Test Results. Laboratory personnel will advise the Sheriff or his/her designee and the County Human Resources Director directly of all negative drug test results.

The laboratory will advise the MRO, the Sheriff or his or her designee, and the County Human Resources Director of any positive drug test results. The MRO must examine alternate medical explanations for any positive test results. This process shall include an interview with the affected employee and a review of the incident file, employee's medical history and any other relevant factors. The MRO must review medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication. Employees involved in this step of the examination shall make themselves and any relevant records they wish to present available to the MRO within 48 hours after request.

After reviewing the incident file and interviewing the employee, the MRO shall report to the Sheriff or his/her designee and the County Human Resources Director the name of the employee, and whether a positive test of a prohibited substance has been verified. The MRO shall also supply all applicable reports and information regarding the positive test.

4. Rehabilitation Program. If the tested employee is referred on to rehabilitation or treatment, the MRO is authorized to communicate specific results to the Substance Abuse Professional (SAP) or counselor overseeing the employee's treatment program.
5. Grievance. The laboratory and/or the MRO is authorized to release specific test results to the County and the Guild in cases of disciplinary proceedings, a grievance and/or a legal challenge.

## **J. REHABILITATION AND RETURN TO DUTY**

1. The County recognizes that substance abuse can be successfully treated, enabling an employee to return to satisfactory job performance. Employees who are concerned about their own drug use and/or alcohol abuse are encouraged to voluntarily seek assistance through the County's EAP. All such voluntary requests for assistance will remain confidential.
2. An employee who tests positive for a prohibited substance or is otherwise required to submit to a drug and/or alcohol test by this policy shall be medically evaluated, counseled, and treated for rehabilitation as recommended by the SAP. If the employee is required to participate in such a program, his/her reinstatement or continued employment shall be contingent upon:
  - (a) Successful completion of the program and remaining drug- and/or alcohol-free for its duration and three (3) years; and
  - (b) Passing a return to duty drug and/or alcohol test as recommended by the SAP; and
  - (c) Obtaining a final release for duty by the SAP (The final release for duty may be preceded by a temporary release for duty).
3. Employees who successfully complete a rehabilitation program and are released for duty, in addition to being subject to reasonable suspicion testing at any time, will be subject to follow up testing, which involves unannounced drug and/or alcohol testing at least 3 times per year during the following 36 months. The Sheriff or his/her designee will determine when there will be drug and/or alcohol tests. The appointment for the collection will be made in advance and maintained in a confidential manner by the Sheriff or his/her designee until the day of the collection. The Sheriff or his/her designee shall provide the supervisor with adequate notice of the test date. The employee will not be notified until just prior to the testing. The employee may request a Guild representative to accompany him/her to the collection site, provided the sample is collected within two (2) hours following notification.
4. Upon notification of selection for the follow up tests, the employee must proceed directly to the collection site for testing. At this time, the employee will receive an Employee Notification of Scheduled Drug/Alcohol Test letter from the designated contact. The employee will be required to sign this letter and a Consent/Release form. The employee must present photo

identification to collection site personnel. The Sheriff or his/her designee and the County Human Resources Director will retain a copy of all the forms.

5. Refusing to submit to a return to duty or a follow up test will be considered grounds for discharge. If the selected employee fails to report to the collection site within 2 hours of notification of testing, this will also be considered grounds for discharge.
6. If an employee voluntarily enters a drug/alcohol rehabilitation program, it shall not be considered an offense under this policy. Such employees are, however, still subject to this policy and may be required to undergo a drug and/or alcohol test if reasonable suspicion exists.
7. All appointments with the SAP may be scheduled as sick leave or vacation leave subject to prior approval of the supervisor, Sheriff, or management designee. The SAP will contact the Sheriff or his/her designee to make a recommendation as to the need for further treatment. Once vacation leave and sick leave is exhausted, the employee may be placed on leave without pay. The current contract provision regarding the length of time an employee may be on leave without pay will be applicable. The Sheriff or his/her management level designee shall maintain confidentiality regarding the reason for the leave.
8. The employee will be responsible for all costs, not covered by insurance, which arise from such treatment.
9. Once an employee has tested positive for substance abuse and the MRO has notified the County, the employee will be placed on leave status (vacation, sick, holiday leave bank, compensatory time then leave without pay). The employee will remain on leave until s/he has a release for duty from the SAP and has passed a return to duty drug and/or alcohol test as recommended by the SAP. The release for duty may be a temporary or final release as described below depending on the circumstances.
10. Temporary Release for Duty. The SAP may sign a temporary release for duty indicating that the employee can satisfactorily return to regular work assignment and continue treatment on an outpatient basis. The temporary release for duty shall indicate the length of time such release is valid not to exceed 3 months. The employee must present a final release for duty on or before the expiration date of the temporary release. A temporary release shall include follow up testing. The employee must present both the temporary and final release for duty to his/her supervisor.
11. Final Release for Duty. A final release for duty shall be signed by the SAP indicating that the employee has:

(a) Satisfactorily completed treatment and follow up testing; or

- (b) Does not require treatment at this time, and the employee may return to regular work assignment without restrictions. Failure to provide a final release for duty to the supervisor may result in discharge.
12. Once an employee provides the supervisor with the final release for duty the employee shall be returned to his/her regular duty assignment so long as the total time for rehabilitation, testing and release does not exceed six (6) months. If it exceeds six (6) months, the employee is subject to discharge. After five years of no further violation of this policy, the employee's personnel file shall be purged of any reference to the incident, including any disciplinary actions taken, provided, however, records may be retained beyond five (5) years when retention is required by applicable law. Should applicable law require retention of records past five (5) years, and if allowed by such law, such records shall be sealed and may not be opened except for the existence of a grievance, further disciplinary action and/or further legal proceedings.
  13. If an employee tests positive during the 36-month period following rehabilitation on a reasonable suspicion and/or any other bases for drug or alcohol test, the employee will be discharged.
  14. If an employee tests positive during the 36 month period following rehabilitation on unannounced drug or alcohol test, the employee will be discharged.

#### **K. RANGE OF CONSEQUENCES**

1. Employees who violate this policy will be subject to disciplinary consequences as identified in this policy. In all cases, the County reserves the right to determine the appropriate disciplinary measures, which may be more or less severe than those set forth in this guideline. The following list of actions and the related consequences is illustrative only, and is not intended to be an all-inclusive list of possible disciplinary consequences.
2. If an employee has an alcohol concentration of 0.02 or greater in any alcohol test, and/or tests positive for drugs and/or their metabolites in any drug test and it is the employee's first offense, then s/he shall be referred to the EAP for counseling and/or completion of a substance abuse treatment or rehabilitation program. However, if an employee violates a work rule in conjunction with failing a drug and/or alcohol test, then s/he may be subject to disciplinary action. The County shall have the right to take disciplinary action, up to and including discharge, based on the severity of the incident and/or the employee's past record.
3. Employees will be subject to disciplinary action as indicated for any of the following:
  - (a) Refusal to submit to an authorized drug and/or alcohol test. Refusal to submit to testing means that the employee fails to provide an adequate urine or breath sample for testing without a valid medical explanation



after s/he has received notice of the requirement to be tested, or engages in conduct that clearly obstructs the testing process. Refusal to submit to testing includes, but is not limited to, refusal to execute any required consent forms, refusal to cooperate regarding the collection of samples, refusal or failure to provide necessary documentation to the MRO when requested, and/or submission or attempted submission of an adulterated or substituted urine sample. For a refusal, an employee shall be subject to discharge.

- (b) Reporting for work with the presence of alcohol, drinking alcoholic beverages or using drugs while on duty, on County property, in County vehicles, or during breaks and/or meal periods during work hours shall be subject to discharge.
  - (c) Unlawful manufacture, use, distribution, dispensation, possession, concealment or sale of any controlled substance, including an alcoholic beverage, while on duty, on County property, in County vehicles, or during breaks and/or meal periods during work hours.
  - (d) Any criminal drug statute conviction and/or failure to notify the County of such conviction within 5 days shall be subject to discharge.
  - (e) Failure to complete a counseling, treatment, or rehabilitation program as prescribed by the SAP shall be subject to discharge.
  - (f) Testing positive on a return to duty shall be subject to discharge.
  - (g) Any failures (positive test) on follow up drug and/or alcohol testing during the 36 month following rehabilitation shall be subject to discharge.
  - (h) Failure to report to a collection site within two (2) hours of notification for return to duty or follow up testing shall be subject to discharge.
  - (i) Second offense – alcohol concentration of 0.02 or greater in any reasonable suspicion or any other bases for alcohol test, and/or testing positive for drugs and/or their metabolites in any drug test or any other bases for drug test, shall be discharged.
  - (j) Employee's failure to participate in the temporary and/or final releases for duty testing in a timely manner shall be subject to discharge.
4. Although the foregoing will ordinarily result in discharge regardless of the employee's position, the Sheriff reserves the exclusive right to consider extenuating circumstances and to impose lesser discipline.

## **L. OTHER**

1. The County shall pay for initial costs of the substance abuse examination including the expenses of the Medical Review Officer.

2. The parties recognize that during the life of this agreement there may be improvements in the technology of testing procedures which provide more accurate testing for the presence of alcohol and/or controlled substances or which constitute less invasive procedures for the employees. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree, the issue will be submitted to impasse procedures under RCW 41.56. Meanwhile, the provisions of this policy shall remain applicable.
3. If any provision of this Agreement shall be held invalid by operation of law, or any Tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be restrained by such Tribunal pending final determination as to its validity, the remainder of this Agreement shall not be held to be invalid, and will remain in full force and effect, and the parties, upon request of one to the other shall initiate immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision.
4. The following attachments shall be a part of this Policy: Supervisor's Guidelines, Appendix 1 to Supervisor's Guidelines, Consent/Release Form, Report Form, and Interview Form.

**YAKIMA COUNTY SHERIFF'S DEPUTIES**  
**Substance Abuse Policy**

**SUPERVISOR'S GUIDELINES**

The primary goal of the Substance Abuse Policy is to provide a working and service delivery environment free from the effects of alcohol/drug abuse. The supervisor's role is to identify employees who may be a threat to the safety and welfare of the employee, other employees, and the public by having drugs and/or alcohol while on-duty. Such employees must be removed from the workplace.

Follow the steps below to ensure that you are proceeding correctly. It is important that proper procedures are followed to comply with legal and contractual requirements.

1. Contact your appropriate command staff and explain the situation.
2. Your supervisor will:
  - ◆ Take appropriate action regarding your response status, and
  - ◆ Notify the sheriff or his or her designee, then join you at your location to assist your and corroborate your observations during the interview.
3. Prepare yourself for an interview with the employee by completing the Report Form. Refer to Attachment 1 for descriptions of physical and behavioral signs which may indicate substance abuse.
4. After your supervisor has arrived, advise the employee you wish to interview him/her and provide a private location to conduct the interview.
  - ◆ Be sure to advise the employee that you suspect him/her of the presence of a prohibited substance (defined in the policy) in the employee's blood, breath and/or urine, whichever is applicable, and that s/he may have a Guild representative present during the interview.
  - ◆ Do not argue with a belligerent or threatening employee. Advise him/her that his/her cooperation during the interview and testing procedure (if warranted) are direct orders and that continued disruptive behavior, preventing completion of the interview, shall be the same as refusal to submit to testing and shall be cause for discipline (cooperation **does not** mean that any employee must give facts or evidence which may incriminate himself/herself).
  - ◆ Complete the Interview Form with your supervisor.
5. Review the relevant information with your supervisor. If your supervisor decides that the test is required, relieve the employee of duty, with pay, during the course of the exam and MRO review.
6. Have the employee sign a Consent/Release Form.
  - ◆ Read the form to the employee and direct him/her to sign it. Do not alter the form in any way.
  - ◆ Be sure, if the employee has declined Guild representation, that s/he understands that s/he may choose to have a Guild representative accompany him/her to the testing facility.

- ◆ If the employee refuses to sign the form, advise him/her that this is a direct order and that failure to comply shall be cause for discipline.
  - ◆ Issue a second order for the employee to sign the consent form. If s/he still refuses, relieve the employee of duty, with pay, explain that disciplinary action may follow. Your supervisor will transport the employee home. (No employee suspected of impairment from alcohol/drug abuse shall be allowed to drive.)
7. Your supervisor shall transport the employee to the testing facility, and wait at the testing facility until the testing is completed.
8. When the exam is completed, your supervisor will:
- ◆ Reconfirm with the employee that s/he has been relieved of duty, with pay.
  - ◆ Advise the employee that s/he will be contacted by the MRO to review the results (if positive), and
  - ◆ Advise the employee that s/he will be contacted by the department advising him/her about the applicable procedures.
  - ◆ Drive or arrange transportation for the employee home. Do not return the employee to a County facility.
9. Once the employee has been sent home, your supervisor will:
- ◆ Gather copies or originals of the Report Form, Interview Form, Consent/Release Form, and any other written notes or reports and forward them to the Sheriff and/or his or her designee and the County Human Resources Director.

## YAKIMA COUNTY SHERIFF'S DEPUTIES

### ATTACHMENT 1 TO SUPERVISOR'S GUIDELINES

Listed below are some behavioral descriptions which may guide the supervisor in determining whether an employee has the presence of a prohibited substance in the employee's blood, breath or urine. A supervisor usually knows the employees "normal" behavior and must try and distinguish alcohol and/or drug abuse from other problems.

Supervisors should be aware that the following physical, behavioral, or performance symptoms may indicate drug/alcohol usage:

- ◆ Either very dilated or constricted pupils
- ◆ Hyperactivity
- ◆ Unsteady gait
- ◆ Irritability
- ◆ Slurred speech
- ◆ Anxiousness
- ◆ Wide mood swings
- ◆ Odor of alcohol
- ◆ Overreaction to criticism
- ◆ Staggering
- ◆ Listlessness
- ◆ Illogical speech and thought process
- ◆ Unusual/abnormal behavior
- ◆ Poor judgment
- ◆ Avoiding others/withdrawal
- ◆ Sudden increase in absenteeism

YAKIMA COUNTY SHERIFF'S DEPUTIES

**Substance Abuse Policy  
CONSENT/RELEASE FORM**

I consent to the collection of a urine and/or air sample by \_\_\_\_\_ and its analysis by \_\_\_\_\_ for those drugs, alcohol, and/or controlled substances specified in the Collective Bargaining Agreement pursuant to the Substance Abuse Policy agreed to between the Yakima County and the Yakima County Deputy Sheriff's Guild.

The laboratory administering the tests may release the results to the Medical Review Officer (MRO), who shall release his/her conclusions to the employer after review and interpretation. If I test positive, I agree to make myself and any requested records available to the MRO within 48 hours of such request. The information provided to the employer from the MRO shall be limited to whether the tests were confirmed positive or negative, and no other test results will be released, except as provided herein, without my written consent. The laboratory will advise the employer's representative whether the initial alcohol screen is positive or negative.

I understand that I have the right to my complete test results and that the laboratory will preserve the sample for at least one year. If I test positive, I have the right to have the split sample tested at my expense at a second DHHS-certified laboratory of my choice. I understand that I must request such test in writing of the split sample within 72 hours of notification of a positive test result by the MRO.

I understand that the Employer is requiring me to submit to this testing as a condition of my employment and that if I tamper with, alter, substitute, or otherwise obstruct or fail to cooperate with the testing process, I will be subject to disciplinary action up to and including discharge.

I further understand that a confirmed positive test will result in actions taken by the employer and for the employee which are consistent with the County's policies and procedures for substance abuse testing and treatment.

I understand that the employer will administer the Policy consistent with federal and state constitutional and statutory requirements. Also, by signing this consent form, I am not waiving the right to challenge a confirmed positive test result and an Employer action based thereon except as otherwise provided in the policy. In order to pursue any challenge related to this test, I will, be required to and hereby do authorize the laboratory and MRO to release to my Employer and the Guild any information relating to the test and test results. Further, I understand that the employer may require me to participate in a treatment or rehabilitation program. If required to do so, I authorize the laboratory and MRO to release any information relating to the test or test results to the Substance Abuse Professional (SAP) or treatment counselor. My signature below indicates my consent for release of this information.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Printed Name

**YAKIMA COUNTY SHERIFF'S DEPUTIES**

**Substance Abuse Policy  
REPORT FORM**

This form must be filled out prior to any drug/alcohol testing. Review Supervisor's Guidelines before completing this form. The information contained on this form is confidential and shall be viewed only by necessary supervisory/managerial employees, the testing facility, MRO, and the employee being interviewed/tested. When this form is completed and signed, make two copies of the form and distribute as follows: Original to Sheriff and a copy to the County Human Resources Director, Copy attached to consent form.

Employee  
Name: \_\_\_\_\_

Speech: \_\_\_\_\_

Dexterity: \_\_\_\_\_

Standing: \_\_\_\_\_

Walking: \_\_\_\_\_

Judgment: \_\_\_\_\_

Decision-making: \_\_\_\_\_

Appearance (eyes, clothing, etc.): \_\_\_\_\_

Odor: \_\_\_\_\_

Other: \_\_\_\_\_

Location where these were observed: \_\_\_\_\_

Time of observation: \_\_\_\_\_

Witnesses: \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_ Date/Time: \_\_\_\_\_

YAKIMA COUNTY SHERIFF'S DEPUTIES

**Substance Abuse Policy  
INTERVIEW FORM**

Name of  
Employee: \_\_\_\_\_

I understand that I am entitled to Guild representation during this meeting and during any subsequent meetings or at testing facilities. I understand that I am being ordered to answer these questions and that if I refuse to answer these questions I am subject to discharge. I do or do not (please circle one) want a representative at this time. I understand that I am entitled to Guild representation at any time whether I choose to have one now or not.

Employee signature: \_\_\_\_\_

1. I (we) have noticed (describe behavior/evidence)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Do you have any explanation?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Are you using any type of illicit drug or alcohol?

\_\_\_\_\_  
If yes, what?

\_\_\_\_\_  
When did you take it?

\_\_\_\_\_  
Where did you take it?

\_\_\_\_\_



How much did you take?

---

Do you have any drugs/alcohol in your possession at work?

---

(if yes, get agreement to confiscate)

Based on the interview and the completed Report Form, I believe the employee should be tested for drugs and/or alcohol.

Dated \_\_\_\_\_

Supervisor (position)

Agree \_\_\_\_\_ Don't Agree \_\_\_\_\_

Witness, if available\* (position)

Agree \_\_\_\_\_ Don't Agree \_\_\_\_\_

\*Witness is an individual other than the designated Guild representative.

**FITNESS FOR DUTY EXAMINATION**

Medical and/or Psychological Examinations.

- C.1 The Employer retains the right to require employees to submit to medical or psychological examinations when the employer has legitimate, good faith, non-discriminatory reason to believe that an employee may not be capable of performing the essential functions of his or her job. The Employer retains the right to select the medical or psychological provider (examining professional). Any relevant medical or psychological history of the employee held by the Employer may be released to the examining professional conducting a medical or psychological evaluation upon the request of the examining professional. Any relevant medical or psychological history held by the employee may be released by the employee upon the request of the examining professional.
- C.2 If the employee believes that the conclusions of the examining professional are in error, employee may obtain an additional examination at employee's own expense and the Employer will provide the examining professional with documents which were utilized by the Employer's examining professional. In the event the employee or Guild seeks to challenge the conclusion then the Guild and the employee shall waive privileges to allow the Employer access to the details of the Employer's examiner's report and the employee's examiner's report
- C.3 The Employer will undertake to have the Employer's examining professional make him/herself available to answer appropriate questions at the expense of the employee by the employee-selected examining professional who conducts a second examination. Said second examination shall be conducted within a reasonable period of time.
- C.4 Should an employee grieve a disciplinary or discharge action taken as a result of an examination, such grievance must comply with the labor agreement provisions. If there is compliance, the Employer shall allow release of the examination and supporting documents upon which it relies for the action, and all other prior examinations of the employee. The Guild and the employee shall allow release of any and all examinations and/or supporting documents relating to the employee's medical and/or psychological condition and all prior examinations of the employee to the Employer.