

2022-2024 AGREEMENT

between

**YAKIMA COUNTY DEPARTMENT OF
CORRECTIONS**

and

TEAMSTERS LOCAL UNION NO. 760

Affiliated with the International Brotherhood of Teamsters

Representing Officers, Corporals and Sergeants

January 1, 2022– December 31, 2024

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.1 This Agreement is made and entered into by and between the BOARD of COUNTY COMMISSIONERS of YAKIMA COUNTY, WASHINGTON hereinafter referred to as the "County", the YAKIMA COUNTY DEPARTMENT OF CORRECTIONS, hereinafter referred to as the "Employer", both of whom are the "Employer", and GENERAL TEAMSTERS LOCAL NO. 760, hereinafter referred to as the "Union," for the purpose of fixing the wages, hours and working conditions affecting the employees.
- 1.2 This Agreement also serves the purpose of increasing the general efficiency of the Department of Corrections and maintaining harmonious relations between the County, its employees and the Union and, further, to promote the morale and protect the rights and privileges, well-being and security of Union members. To accomplish the foregoing, the parties hereto agree to the following articles within this Agreement.

ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes Teamsters Local Union No. 760 as the sole bargaining agent for the purposes of negotiating and establishing wages, hours and working conditions of employment for Corrections Officers, Corporals and Sergeants in the Yakima County Department of Corrections.

ARTICLE 3 – UNION SECURITY AND DUES CHECK OFF

- 3.1 All employees who, as of the date of execution of this Agreement, are employed in the area of employment represented in Article 2 of this Agreement shall be eligible to become a member of the Union.
- 3.2 When the Employer hires a new employee covered in the bargaining unit, the Employer shall, within seven (7) calendar days of the date of employment notify the Union in writing giving the name, hire date, address and classification of the employee hired.
- 3.3 Check-Off: When provided a “voluntary check-off” authorization, form furnish by the Union and signed by an employee, the employer agrees to deduct from the employee’s pay, the Union’s applicable dues and/or service fees, as prescribed in the “voluntary check-off” form. The full amount of monies so deducted by the Employer shall be promptly forwarded to the Union by check along with an alphabetized list showing names and amounts deducted from each employee.
 - 3.3.1 The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other form of liability that shall arise out of, or by reason of, any action taken by the Employer for the purpose of compliance with

this Article, or reliance on any notice given by the Union to the Employer with respect to the employee's membership status in the Union.

- 3.4 D.R.I.V.E. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement, voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a monthly basis for all months worked. The phrase "months worked" excludes any month other than a month in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the monthly payroll deduction plan.
- 3.5 The employer agrees to deduct from the paycheck of all members covered by this agreement premiums for disability benefits through Standard Insurance Company for Whole Life, Accidental Death and Dismemberment, Short Term Disability and Long-Term Disability Insurance. Such premiums shall be deducted on a monthly basis and transmitted to Standard Insurance Company. Employees who have insufficient funds to cover the premium deduction bear responsibility for self-payment of the premium.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. All matters not expressly covered by the language of this Agreement or by state law, shall be administered for the duration of this Agreement by the Employer as the Employer from time-to-time may determine. Affairs of the Employer concerning such prerogative include, but are not limited to, the following matters:
- A. The right to establish lawful work rules and procedures.
 - B. The right to schedule work and overtime work, and the methods and processes by which said work is to be performed 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.
 - 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 responsibilities and duties shall be performed by Department of Corrections personnel.
 - F. The Employer may transfer, contract, or subcontract the work performed by members of the bargaining unit covered by this Agreement for reasons of economy, efficiency of operation and/or reorganization. Before transferring, contracting or subcontracting any work as referred to above, the Employer shall first give the Union thirty (30) calendar days written notice and offer to meet and discuss the change. The notice and offer to discuss shall not impede or alter the Employer's right to transfer, contract or subcontract work. In the event that the Employer subcontracts work presently being performed by the bargaining unit, if possible, employees will be placed in similar employment in the County or with the subcontractor
 - G. 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.
 - H. The right to take actions as may be necessary to carry out employer's services in emergencies.
- 4.2 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the elected officials, in this case the Board of Yakima County Commissioners and the rights and obligations owed thereby to the electorate.
- 4.3 Past Practices: If the Employer desires to change a past practice, it shall provide the Union with written notice and opportunity to discuss the proposed change. The notice and opportunity to discuss shall not impede or affect the Employer's right to change past practice. The Union may grieve the reasonableness of the change to past practice.
- 4.4 An employee may be required to submit to a breathalyzer, BAC, urinalysis or other test for the presence of alcohol or drugs based on random drug and alcohol testing, post-accident testing or other reasonable suspicion as provided in the DOC drug and alcohol policy.

ARTICLE 5 - UNION RIGHTS

- 5.1 The Union does not waive its rights under applicable State Laws except as those rights are affected or set forth within the terms and conditions of the Collective Bargaining Agreement.
- 5.2 The Union will have the right to establish Union stewards within the Bargaining Unit; said stewards shall have the right to investigate membership concerns with respect to the Agreement during regularly scheduled work hours without loss of pay during such time. Provided that such investigation will not interfere with the necessary operation

of the Department. The Union will advise the Employer of the identity of the representative on an annual basis.

- 5.3 All collective bargaining with respect to wages, hours and working conditions shall be conducted by authorized representatives of the Union and the Employer.
- 5.4 Up to five (5) stewards or negotiation committee members will be granted release time without loss of pay for collective bargaining sessions if said sessions are scheduled during said employee's normal working hours.
- 5.5 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.
- 5.6 Bulletin Boards: The Union shall be entitled to maintain a minimum of one bulletin board per facility. The employer recognizes these bulletin boards as Union property and the Union recognizes that the employer is permitted to remove inappropriate or disruptive content.
- 5.7 Union Meetings: Recognizing the parties are mutually served by effective communications, the Administrator may allow employees time off without pay or to reschedule their working day; provided adequate staff is available to assure continuation of essential public services as determined by the Administrator.
 - A. The Director may allow time off with or without pay for stewards or duly appointed representatives to attend State or National conferences of a labor relations or corrections nature. Time off may be granted for a period not to exceed three (3) business days. Requests for attendance at such conferences are to be made directly to the Director by the representative of the Union and said requests are subject to advance approval by the Director.
 - B. The Director may routinely allow stewards a reasonable amount of time off with or without pay to conduct or participate in general membership and/or Union board meetings or to conduct necessary Union financial business, which cannot otherwise be performed while off duty. Union representatives shall guard against undue interference with assigned duties and against the use of excessive time in performing such responsibilities.

ARTICLE 6 - LABOR/MANAGEMENT MEETINGS

- 6.1 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. Should the Union and Employer mutually agree on changes to the Collective Bargaining Agreement those changes may be changed by way of letter of

agreement, memorandum of understanding or another form of agreement memorializing the change in contract.

- 6.2 The Employer agrees wherever practicable to notify the Union 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.
- 6.3 The request shall be sent to the Administrator, if requested by the Union. If requested by the Administrator, the request shall be sent to Teamsters Local #760. Meetings may be scheduled at a mutually agreeable time, but not later than fifteen (15) working days from the date of request for a meeting. Such request shall be in writing and contain the items at issue.
- 6.4 Disposition of matters covered in a labor/management meeting shall not contradict, add to, or otherwise modify the terms and conditions of this Agreement unless both parties are represented by their principal labor representatives (Director of Correction, Human Resources Director, and Union Representative).
- 6.5 Meetings shall be scheduled at times most convenient to the participants, and participants shall experience no loss of salary, provided that no more than four (4) members of the Union shall participate. Members who participate on their own time shall be granted an equivalent amount of release time for the time spent in the labor /management meeting, provided the release time is used by the member within the same work period. The Administrator may approve attendance by more than four (4) Union members at labor/management meetings, however additional members shall receive no guarantee against loss of salary or guaranteed release time.
- 6.6 The Unions steward(s) shall be granted time off without loss of pay to participate in labor/management meetings.

ARTICLE 7 – EMPLOYEE RIGHTS

- 7.1 Definition of Employees:
 - A. Regular Full-time Employee: A regular employee is a full-time employee who has served his probationary period and is employed on a regular basis. Such employee shall be paid the wage rate and provided the benefits as set forth in the terms and conditions of this collective bargaining agreement.

- B. Probationary Employee: New employees shall serve a twelve (12) month probation period provided that such limitation is in accordance with the then applicable state and/or federal laws
- 7.2 An employee who becomes the subject of an internal investigation which could result in the filing of criminal charges and/or disciplinary action will be advised, in writing, within seventy-two (72) business hours of the initiation of any such investigation. Notifying an employee of an internal investigation is not required when said notification may compromise a criminal investigation. Discipline will be carried out in accordance with the Articles of this Agreement regarding discipline and disciplinary procedures.
- 7.3 Before being required to respond or answer questions pertaining thereto, the employee shall be given a reasonable time (not to exceed three (3) working days) to consult with the Teamsters Local Union No.760 representative assigned to this bargaining unit.
- 7.4 A criminal investigation for the purposes of this Agreement shall be defined as an investigation, which could result in the filing of criminal charges. If an employee is being investigated for criminal activity, the employee may have legal counsel present at interviews.
- 7.5 An investigation interview will be recorded by the investigating officer. A copy of the interview recording of the subject of the investigation shall be given to the subject upon request within three (3) working days. This provision will be subject to the discipline and disciplinary procedures of this Agreement. Employees shall not be videotaped by the County without their prior written consent for investigations.
- 7.6 Interviewing of an employee who may be subject to criminal charges and/or disciplinary action will be completed within a reasonable period of time based on the number of potential witnesses, complexity of the facts and circumstances, and the opportunity to confer with necessary authorities.
- 7.7 Employees will not be required to unwillingly submit to a polygraph test; provided, however, this provision does not apply to the initial application for employment and does not preclude a voluntary polygraph.
- 7.8 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.
- 7.9 The Employer agrees to furnish each employee of the bargaining unit with a copy of this Agreement. The employer shall make written rules, orders, regulations and procedures available electronically. Additionally, each employee of the bargaining unit will be informed electronically of any revisions, deletions or up-dates to any rules, orders, regulations and procedures.

- 7.10 New employees shall be provided with the same at the time of their appointment.
- 7.11 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.

ARTICLE 8 – SENIORITY, LAYOFF, AND RECALL

- 8.1 Seniority:
- A. "Seniority" as used in this Agreement means all service in this bargaining unit since the last date of hire as an Officer or promotion as a Corporal or Sergeant. Preference in vacation scheduling, regular days off, and layoff, subject to 8.4 below, shall be determined by seniority. Scheduling of extra days off will continue on a first (1st) come first (1st) approve basis as has been the practice.
 - B. For purposes of annual leave accrual, seniority is determined by an employee's continuous service as an employee of Yakima County.
 - C. There shall be separate seniority lists for Officers, Corporals and Sergeants.
 - D. Seniority in the classification of Corporal shall be calculated from the first day the employee is promoted and works as a Corporal. For the purpose of transfers, reassignment, reducing the work force in this classification and vacation scheduling, classification seniority shall prevail.
 - E. Seniority in the classification of Sergeant shall be calculated from the first day the employee is promoted and works as a Sergeant. For the purpose of transfers, reassignment, reducing the work force in this classification and vacation scheduling, classification seniority shall prevail.
 - F. In the event a layoff must occur, and an employee or employees shall lose their job(s), hire date seniority shall prevail. The last person hired shall be the first laid-off.
- 8.2 The County will provide the Union with copies of the seniority list on June 1 and December 1 of each year and the list shall be posted on the Union bulletin boards.
- 8.3 Employees shall lose all seniority in the event of voluntary termination, lay-off beyond the recall period, and/or discharge. Employees shall continue to accrue seniority for periods of worker's compensation illness or injury, Military Leave, active duty mobilization as provided in USERRA, and all time on paid leave status. Employees shall not accrue seniority for periods of unpaid leaves of absence, layoff, or disciplinary suspension that exceed one-half (1/2) of the employee's work schedule

for the pay period; however, employees in such categories shall not lose seniority accrued prior to the commencement of the unpaid status.

- 8.4 When reducing the work force, the Board of County Commissioners and the Administrator will lay off the employees in the reverse order of their seniority in the affected classification, provided that the remaining employees have the basic qualifications to perform the work needed.
- 8.5 The Employer shall provide each affected employee with thirty (30) calendar days' notice of any anticipated layoff or recall, and at the same time send a copy of the notice to the Union.
- 8.6 Employees laid off or demoted as a result of a reduction in force and have not completed the CJTC Corrections Academy will be eligible for reinstatement for a period of eighteen (18) calendar months. Employees that have successfully completed the CJTC Corrections Academy will be eligible for reinstatement for a period of twenty-four (24) calendar months. In the event of a vacancy in the Officer, Corporals or Sergeant classification, an employee who has been laid off will have the first opportunity to fill said vacancy or vacancies in the order of his/her classification seniority. Provided; the layoff period does not exceed twenty-four (24) calendar months and the employee keeps the Employer advised of his current address. An offer of re-employment shall be in writing and sent by registered or certified mail to the employee. The employee shall be presumed to have received notice within three (3) working days after the Employer mailed said notice. An employee so notified must indicate his/her acceptance, in writing, of said re-employment within ten (10) working days of receipt of notice and shall be back on the job within twenty (20) working days of acceptance of said offer or forfeit all call-back rights under this Article.
- 8.7 Ties in seniority shall be broken by scores on the entrance examination. If a tie remains, the tie shall be broken by lot in a manner mutually agreeable to the parties.
- 8.8 Employees laid off within each classification, to include Chiefs and Lieutenants, shall revert to the next lowest rank or classification in Yakima County Department of Corrections 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 classification seniority. 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. Employees that voluntarily demote shall not have bump back rights unless there is a vacancy in the lower position. Employees that voluntarily demote into an open lower position shall be placed into the step based on their overall service with the Yakima County Department of Corrections. For the purposes of seniority, all time spent in a higher classification shall count as seniority in the lower rank within the OCS Bargaining Unit. Any time worked outside the Officers, Corporals, and Sergeants Bargaining Unit

will not be counted as time worked for seniority purposes should the employee be returned to the Bargaining Unit.

**ARTICLE 9 - PROMOTION - DEMOTION - POSTING - TRIAL PERIOD –
TRANSFER – LATERAL TRANSFER**

- 9.1 Notices of opening(s) in positions covered by this Agreement shall be e-mailed to bargaining unit members and advertised at the normal Employer locations and a copy sent to the Union. The notices will contain a description of the job and the qualifications.
- 9.2 Application forms for the open position(s) will be advertised and made available to bargaining unit employees at the Employer’s personnel office and the opening(s) will remain advertised for a period of not less than ten (10) working days. Employees wishing to make application for the initial testing must do so within such period.
- 9.2.5 Specialty positions such as DT, Firearms and CERT instructors shall be chosen from a list of qualified candidates who have submitted a letter of interest and meet all the occupational qualifications necessary to perform the job functions. Vacancy notices shall be e-mailed to all employee in the bargaining unit at the beginning of the posting period and shall be posted on Department bulletin boards for ten (10) calendar days. If all qualifications are equal, seniority shall determine who gets the open position. To be eligible a candidate must not have received a suspension or disciplinary demotion in the past 2 years.
- 9.3 The testing process to fill vacant position(s) within the Bargaining Unit shall be administered by Yakima County Human Resources Department.

9.4 **Promotions**

- A. To be eligible to test, interested Officers and Corporals must:
- (1) Have 3 years of continuous contiguous service with the department, as a Corrections Officer to be eligible to promote to Corporal and be off probation as a Corrections Corporal to be eligible to promote to Sergeant.
 - (2) Have not received a Written Reprimand in the past 18 months, or a Suspension or Disciplinary Demotion in the past 2 years
 - (3) Complete an application form
 - (4) Not be on probation
- B. The application will be reviewed by a panel, consisting of:
- (1) A Union Representative
 - (2) A Management Representative
 - (3) A Human Resources Representative

- C. The purpose of the Review Panel is to verify eligibility before testing and selection.
- D. A two-thirds majority decision of the Review Panel will be required, and the decision of the panel will be final. This decision is not subject to the grievance procedure under article #19 of this Agreement.
- E. Yakima County Human Resources will notify all applicants of their eligibility status and the date and time of the written exam.
- F. The testing process will include:
 - (1) A Written Exam, on which the applicant must attain a score of 70% or higher (This exam will differ from the Lateral Transfer Exam by the addition of questions related to Management and Supervision)
 - (2) An Interview before an Oral Board
- G. The list will be in effect for (1) one year, or until exhausted.
- H. **Sergeant's Selection Process** - Sergeant candidates will be assessed based upon a 100-point selection process.
 - (1) 30-point written test based upon the provisions of the Policy and Procedure Manual of general applicability to jail operations and corrections practices as described in Department training.
 - (2) 60-point Oral Assessment by the Interview Board.
 - (3) An Interview Board will interview the applicants. The board will consist of:
 - (a) One (1) - Management representative
 - (b) One (1) - Union representative
 - (c) One (1) - Human Resources representative
 - (4) Up to 10 points for seniority. (1 point for each full year of service as an Officer or Corporal with YCDOC, with a maximum of 10 points possible)
- I. **Corporal's Selection Process** - Corporal candidates will be assessed based upon a 100-point selection process.
 - (1) 40 points written test based upon the provisions of the Policy and Procedure Manual of general applicability to jail operations and corrections practices as described in Department training.
 - (2) 50 points Oral Assessment by the Interview Board.

- (3) An Interview Board will interview the applicants. The board will consist of:
 - (a) One (1) - Management representative
 - (b) One (1) - Union representative
 - (c) One (1) - Human Resources representative
- (4) Up to 10 points for seniority. (1 point for each full year of service as an Officer, with YCDOC, with a maximum of 10 points possible)
- J. After all points are calculated, seniority breaks all ties.
- K. If an applicant receives formal discipline during the time the list is in place, the applicant's name will be removed from the list. The applicant will not be eligible to test again until the discipline is removed from their file or until two (2) years have passed since receiving the discipline.
- L. Promotional opportunities shall be offered to applicants whose names are on the annual eligibility list starting at the top of the list and working down.
- M. If the employees on the Promotional List are offered the open position, they may refuse to accept it. However, if an employee refuses to accept a promotional opportunity, the employee's name shall be removed from the list.
- N. In the event no one from the Promotional List is interested in the vacant position, the Director, or his designee, may appoint a qualified care and custody officer or corporal to fill the vacancy on a temporary basis (not to exceed 120 days), until a new promotional list can be established. The appointed officer, corporal, or sergeant will be the least senior employee on the Promotions list. At that time, another promotional examination will be given, and a new eligibility list established.
- O. Trial period: Newly promoted employees will serve a twelve (12) month trial period, during which time the Employer or employee may determine the employee is not qualified or does not desire to continue in the promoted position. The employee may then be returned to their former classification.

9.5 Support Position Assignments

- A. Support position assignments apply to all non-care and custody corrections officer positions except training coordinator, special investigator, population coordinator, and research and development specialist.
- B. Support position assignments will be made based on seniority from a pool of candidates who have submitted a letter of interest. In order to submit a letter of interest candidates must possess any necessary bona fide occupational

qualification (BFOQ) and weapons qualification, if necessary, to perform the job functions.

- C. The positions of special investigator, training coordinator, research and development specialist, and population coordinator shall be appointed by the Director or his designee and serve at the discretion of the Director or his designee.
- D. Officers, corporals, and sergeants assigned to a support position will be subject to a six-month trial period. An employee assigned to a support position will not be eligible to apply for another support position until they satisfy an additional one (1) year with Care and Custody. If they do not successfully complete the trial period, or if the position is eliminated, they will be returned to care and custody. Criteria will be developed with the specific intent of enhancing the employee's chances for completing the trial period.

9.6 **Care and Custody Openings**

- A. When a vacancy exists in a Care and Custody position, the Division Chief may at his or her discretion:
 - (1) Assign another Care and Custody Officer, Corporal, or Sergeant within the division, OR
 - (2) Vacancy notices for Care and Custody assignments shall be e-mailed to all employees at the beginning of the posting period and shall be posted on department bulletin boards for ten (10) calendar days.
- B. Assignments will be made based on seniority from a pool of candidates who have submitted a letter of interest. In order to submit a letter of interest candidates must possess any necessary bona fide occupational qualification (BFOQ) and weapons qualification, if necessary, to perform the job functions.

9.7 **Acting / Temporary Transfers**

- A. Acting or Temporary Appointments shall be limited to 180 days. Prior to the appointment exceeding 180 days, the department may request an extension from the union. The Acting or Temporary Appointment shall not exceed a total of one year. Upon termination of an Acting or Temporary Appointment, the employee shall return to the position held immediately prior to accepting the Acting or Temporary Appointment.

- B. If the union denies the extension request, the acting or temporary employee will return to his or her former position. The position will then be filled through the Promotional Process.

9.8 **New Positions**

- A. If a new classification or support position assignment is created which is not currently in existence, the employer will notify the union prior to filling the position. The union must contact the employer within ten (10) working days if they desire to discuss the status of the classification. Thirty days following notice from the Union, the Director shall determine whether the position will be a support position assignment or an appointed position. A new position is defined as a position that has not previously existed in the Department.

9.9 **Mandatory Appointments**

- A. If a vacancy is unable to be filled using one of the processes above, the Director or his designee may appoint the least senior qualified Officer, Corporal, or Sergeant who is not covered by a Trial Period under Section 9.4 (O) above to fill the position regardless of whether the position is a Care and Custody or Non-Care and Custody position.
- B. Whenever practical, involuntary transfers shall be preceded by a thirty (30) calendar day notice to the affected employee.

- 9.10 Irrespective of the above provisions, the director or his designee retains the ability to assign employees based on an approved bona fide occupational qualification (BFOQ).

ARTICLE 10 – SICK LEAVE/BEREAVEMENT LEAVE/WORKER’S COMP.

- 10.1 Sick Leave: All employees shall accrue sick leave at the rate of eight (8) hours per month, not to exceed ninety-six (96) hours per year, from the first (1st) day of employment. Unused sick leave may accumulate to a maximum of nine hundred sixty (960) hours.
- 10.2 In July of each calendar year, employee sick leave usage will be reviewed. Regular, full-time employees who have used sick leave in the preceding twelve (12) months (July-June) and who have been continuously employed during the entire twelve (12) months, shall be allowed to convert sick leave to annual leave in accordance with the following incentive/conversion schedule:
- A. 0-160 hours in sick leave bank – no conversion
 - B. 161-480 hours in sick leave bank and use less than 16 hours of sick leave may convert 24 hours of sick leave to 24 hours of annual leave.

- C. 481-864 hours in sick leave bank and use less than 24 hours of sick leave may convert 32 hours of sick leave to 32 hours of annual leave.
- D. 865 hours or more in sick leave bank and use less than 40 hours of sick leave may convert 56 hours of sick leave to 56 hours of annual leave.

The hours converted to annual leave shall be deducted from the sick leave balance. The conversion of sick leave to annual leave is at the option of the employee. This provision does not affect the total number of annual leave days allowed to be carried.

Sick time used while on authorized bereavement leave or workers compensation leave will not be counted as sick time used in the conversion calculations in 10.2.

- 10.3 Eligibility: Sick leave is available to employees after having been employed one (1) consecutive month.
- 10.4 Accrual: Employees earn eight (8) hours of sick leave for their first month of employment if they are placed on the payroll on or before the fifteenth (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 fifteenth (15th) of the month. Upon ratification of this contract, Washington State Paid Sick Leave (WPSL) shall cease to accrue and all WPSL leave banks shall be forfeited.
- 10.5 Computation of Payment: Sick leave may be charged in quarter (1/4) hour increments. Sick Leave absences are charged at the rate of one (1) hour of sick leave for each hour of absence.
 - A. Part day sick leave shall commence at the time the employee leaves the work area and shall end at the time the employee returns to the work area.
 - B. Upon separation from employment, any unused sick leave shall be forfeited and will not be paid as separation pay, except in the case of death or retirement. Upon retirement, twenty-five percent (25%) of all the employee's accumulated sick leave shall be paid to the employee's MSA VEBA. Upon death, twenty-five percent (25%) of all the employee's accumulated sick leave shall be paid to the employee's estate. Payment of accumulated sick leave is paid by multiplying the employee's base hourly rate times twenty-five percent (25%) of the employees accumulated sick leave hours. All payments of accumulated sick leave are based on the employee's base hourly rate at the time of retirement or death.
- 10.6 Use: Sick leave may be taken for any of the following reasons:
 - A. Illness or injury or temporary disability (such as during pregnancy), which incapacitates the employee to the extent that work can no longer be performed.

- B. Doctor appointments for employee or dependents pursuant to WFCAs provisions (Ch. 49.78 RCW).
- C. When the employee's attendance is required to care for the employee's spouse, child, stepchild, parent, parent-in-law or grandparent with a health condition requiring treatment or supervision, or for emergency purposes. An employee may use accrued sick leave if the employee's attendance is required to care for a brother, sister, grandchild, or step-grandchild, which leave shall be limited to three (3) days in any one instance. Sick leave may not be used to care for an aunt, uncle, cousin, niece, or nephew, unless living in the employee's household, in which case the three (3) day limitation would apply.

Each instance means "condition or period of illness." Thus, for one individual, there possibly could be allowed three (3) days, or there can be recurring periods of illness in chronic cases.

- D. Whenever an employee is on approved annual leave and becomes sick or disabled so as to prevent his employment if not on annual leave, he/she may charge such absence to accumulated sick leave upon a doctor's written certification stating the nature, extent and length of illness or injury.

10.7 Reporting: Any employee, who for any reason, must take sick leave shall, as soon as possible, notify his/her on duty supervisor. A doctor's certification of illness may be required of the employee, at the time the employee returns to work, when absent because of illness or injury in excess of two (2) consecutive working days for twelve (12) hour shifts and three (3) consecutive days for eight (8) hour shifts.

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

10.9 Bereavement Leave: Employees may use up to five (5) workdays of paid leave for bereavement for a death in the immediate family. "Immediate family" includes only persons related by blood or marriage or legal adoption, specifically and limited to wife, husband, parent, parent-in-law, grandparent, brother, sister, child, brother-in-law, sister-in-law, grandchild of the employee or similar step relations unless living in the employee's household.

ARTICLE 11 - MILITARY LEAVE

11.1 In the case of military leave, the County abides by the provision of the laws of the United States (USERRA) and the State of Washington (RCW 38.40.060). Employees who are members of the National Guard or Federal Military Reserve Units are entitled to be absent from their duties for up to twenty-one (21) working days with pay during

each year beginning October 1st through September 30th, while engaged in the performance of ordered military duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges or pay. Employees participating in training shall provide the Employer with their annual training schedule in the month of January or as soon as the information is available.

ARTICLE 12 - LEAVES OF ABSENCE

- 12.1 A leave of absence is an approved absence, from employment without pay and without loss of seniority. The Employer may grant a leave of absence for a period of up to twelve (12) consecutive calendar months. Approval for such leave shall be in writing with a copy to the Union. Further this period may be extended by mutual agreement between the Union and the Employer.
- 12.2 Education 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 (1) year at the discretion of the Administrator. Requests for educational leaves and educational leave renewals may be granted at the discretion of the Administrator.
- 12.3 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.
- 12.4 The Union and Employer agree to comply with the provisions of the Federal Family Medical Leave Act of 1993, the Washington Family Leave Act (ch. 49.78 RCW). An employee's pre-scheduled vacation cannot be revised as a result of use of the leaves mentioned in this section unless otherwise mutually agreed to by the affected employee and the employer.

ARTICLE 13 - COMPENSATION FOR WITNESS OR JURY DUTY

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

- 13.3 Off duty employees shall be compensated for court appearances, parole and probation proceedings or other similar such duties made necessary by reason of their employment in accordance with the following schedule:
- A. A minimum of two (2) hours pay at the employee's applicable rate of pay for each appearance.
 - B. Attendance in excess of two (2) hours shall be computed to the closest additional one-half (1/2) hour and employees shall be compensated for their mileage at the rate established in a resolution by the Board of County Commissioners.
- 13.4 All monies received from the Court as witness fees or pay for jury duty, except mileage and per diem 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 for work when less than a normal workday is required by such duties.

ARTICLE 14 - ANNUAL LEAVE

14.1 All regular employees shall accrue annual leave based upon the following schedule:

<u>Continuous Service</u>		<u>Accrual (40-hour week)</u>
Less than 2 years' service	0 - 24 months	9.34 hrs/ mo.
Two (2) years' service	25 - 60 months	10.00 hrs/mo.
Five (5) years' service	61-120 months	11.34 hrs/mo.
Ten (10) years' service	121-180 months	13.34 hrs/mo.
Fifteen (15) years' service	181-240 months	14.66 hrs/mo.
Twenty (20) years' service	241-300 months	16.00 hrs/mo.
Twenty-five (25) years' service	301- 360 months	18.00 hrs/mo.
Thirty (30) years' service	361 or more months	20.00 hrs/mo.

14.2 Accrual: Employees earn a full accrual of annual leave for their first (1st) month of employment if they are placed on the payroll on or before the fifteenth (15th) of the month and work continuously through the rest of that month. Terminating employees do not receive annual leave credit for the month in which they terminate unless they actually work continuously through the fifteenth (15th) of the month in which they terminate

- A. Annual leave and additional annual leave are accumulated to two hundred forty (240) hours, after which time, if not taken, shall lapse month by month. At no time may an employee have more than two hundred forty (240) hours of annual leave.

- B. Employees shall not accrue annual leave, and anniversary dates for the accrual of annual leave shall be adjusted for breaks in service or periods when employees are on authorized unpaid leave of absence, unless otherwise specified in this Agreement.

14.3 Eligibility:

- A. Annual leave is not available to the employees until after having served six (6) consecutive months employment.
- B. Annual leave credits accumulated are canceled automatically on separation for periods of employment of less than six (6) continuous months.
- C. Annual leave must be used as sick leave when an employee has exhausted all sick leave benefits unless the Administrator authorizes sick leave without pay.

14.4 **Computation of Payment:** Annual leave may be charged in quarter (1/4) hour increments. All accumulated annual leave shall be paid when an employee leaves employment of Yakima County for any reason, except in layoff cases the effected employee may leave the annual leave in his bank for a maximum of six (6) months, provided at least fourteen (14) calendar days written 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 paid by multiplying the employee's base hourly rate, at the time of termination, times the total number of accumulated annual leave hours.

14.5 **Annual Leave Scheduling:** The Employer shall provide a full year annual leave calendar to each Care and Custody Team and Support section for the purposes of annual leave bidding.

14.5.1 Annual leave opportunities shall be as follows:

- A. Teams or sections of 9 and under on duty: one (1) leave opportunity per week block.
- B. Teams or sections of 10 to 15 on duty: two (2) leave opportunities per week block.
- C. Teams or sections of 16 to 24 on duty: three (3) leave opportunities per week block.
- D. Teams or sections of 25 or more on duty; four (4) leave opportunities per week block. Of the four (4) leave opportunities per week block, only two (2) may be used for corporals and sergeants.

For 2023 only, the parties agree to a one-year pilot program in which Sergeants will not be counted as part of the bid process. Unless both parties agree to continue that into 2024, the leave opportunities under this section will revert to the 2022 status quo.

- 14.5.2 Annual leave calendars for bidding shall be available from September 1st through December 15th for the following year.
- 14.5.3 Annual leave bidding shall be in the order of seniority by rank for each team or section. A week block is any 7 consecutive calendar days.
- A. First Round Annual Leave Bids. The employee shall have one (1) bid of no less than a one-week block with up to a three consecutive week block based upon availability.
 - B. Second Round Annual Leave Bids. The employee shall be able to bid remaining available leave in full week blocks.
 - C. Third Round Annual Leave Bids. The employee shall be able to bid any remaining available leave in single day increments.
- 14.5.4 The employee may bid only annual leave which has already been accrued or will have been accrued by the requested annual leave date.
- A. If the employee does not have sufficient annual leave available at the time of requested leave, the employee shall be allowed to use any available accrued annual leave in full shift increments.
 - B. An employee who has sufficient annual leave balances at the time of requested leave may substitute comp time or holiday time.
- 14.5.5 Employees promoted or transferred shall retain pre-approved scheduled annual leave.
- 14.5.6 Leave requests submitted outside the bidding cycle: Annual leave, comp time, floating holidays and holiday comp time requests must be submitted in writing.
- A. Requests submitted at least 10 days in advance shall be granted on a first come first served basis if an unused leave opportunity is available.
 - B. Requests submitted less than 10 days in advance may be denied. Denied requests may be appealed to the Division Chief.
- 14.6 Records. The Administrator is responsible for keeping records of all leave for each employee as required by law.

- 14.7 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.
- 14.8 Annual Leave Sharing Program for Catastrophic Illness. A leave contribution program is established to permit employees to transfer a specified amount of annual leave to another employee of Yakima County. 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 or compensatory time); have diligently attempted to accrue sick leave; and not be eligible for industrial insurance benefits. The donating employee may not request transferred amount that would result in his or her leave balance falling below ten (10) days. Unused leave is returned to donating employees on a pro-rata basis. This provision shall be administered by the Human Resources Department.

ARTICLE 15 – HOLIDAYS

- 15.1 The following days shall be observed as legal paid holidays:

January 1 - New Year's Day; 3rd Monday in January - Martin Luther King's Day; 3rd Monday in February - President's Day; Last Monday in May - Memorial Day; June 19 – Juneteenth; July 4 - Independence Day; 1st Monday in September - Labor Day; November 11 - Veteran's Day; 4th Thursday of November - Thanksgiving Day; The Day Following Thanksgiving Day; December 25 -Christmas Day; and two (2) floating holidays per calendar year subject to the following.

Note: All Holidays have a value of eight (8) hours at the employee's regular hourly rate.

- 15.2 The two (2) floating holidays per calendar year may be selected by an employee provided prior approval is received from the Administrator. Requests for floating holidays shall be responded to by the Employer within three (3) working days of the employee's request. The following provisions shall apply:
- A. One (1) floating holiday shall be available for employees working in the first six months of a calendar year.
 - B. One (1) floating holiday shall be available for employees working in the second six months of a calendar year.
 - C. The floating holiday for the first six months may be carried over to the second six months; however, under no circumstances shall both floating holidays be granted in the first six months of a calendar year.
 - D. Floating holidays may not be carried into the next calendar year.

- E. The two (2) Floating Holidays referenced in section 15.2 are defined as two (2), eight (8) hour days.
- 15.3 For employees who work a non-rotating standard Monday through Friday schedule, whenever a legal holiday falls on a Saturday, the preceding Friday shall be the legal holiday; whenever any legal holiday falls on a Sunday, the following Monday shall be the legal holiday.
- 15.4 Any employee who is on scheduled and approved vacation when a holiday occurs shall not have his vacation accrual charged for that day
- 15.5 Any employee who is on medically authorized leave when a holiday occurs will receive a day's pay for that holiday and will not have his sick leave accrual charged, provided that an employee absent due to sickness who has exhausted his sick leave shall not receive the holiday pay.
- 15.6 If a holiday falls on the employees' regularly scheduled day off, he/she will accrue 8 hours of Holiday Compensatory time. Time off allowed under this section must be taken as time off by mutual agreement between the employer and the employee and may not be received as pay or accrued as Compensatory Time.
- 15.7 If an employee works a holiday other than Thanksgiving or Christmas, he/she shall earn one hour of Compensatory time or one hour of compensation for each hour actually worked on the holiday. Additionally, he/she shall earn one- and one-half hours of Compensatory time or one- and one-half hours of compensation for each hour actually worked in excess of his/her normal shift, in addition to his/her normal monthly salary.
- 15.8 If any employee works the holiday of Thanksgiving or Christmas he/she shall earn one and one half hour, either compensatory time or compensation, for each hour actually worked on Thanksgiving or Christmas in addition to his/her normal monthly salary. The employee shall at his/her discretion receive pay or compensatory time.

ARTICLE 16 - HOURS OF WORK, WORK WEEKS AND OVERTIME

- 16.1 The normal assigned workweek for employees shall be five eight-hour work days, four ten hour work days and/or the twelve hour shift schedule attached hereto as determined by the Director. The twelve (12) hour shifts may be implemented only for care and custody officers. Days off will be consecutive unless mutually agreed upon by the Union and Employer.
- 16.2 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 Department of Corrections, as determined by and subject to the prior approval of the Director or his designees

16.3 **Work Period:** The Director has the right to assign employees of the Department of Corrections to:

- A. Five eight-hour shifts within a seven-day work period for forty hours of work in the work period; and/or,
- B. Four ten-hour shifts within a seven-day work period for forty hours of work in the work period; and/or,
- C. Twelve-hour shifts within a twenty-eight-day work period (as attached) for one hundred sixty-eight hours of work in the work period.

If the Director or designee determines that a change from one type of shift to another is in the best interests of the operation then the Director or designee will provide at least thirty days prior written notice to the affected employee regarding the changes except in the event of a bona fide emergency, civil disorder or national disaster. If this is the case, then as much notice of the change in shifts as is practical will be provided to the affected employees. Provided, however, in the event of a bona fide emergency or shift rotation or mutual agreement of the parties, personnel work schedules may be modified to a different configuration within the seven-day work period such as four ten-hour workdays.

16.4 **Rest Breaks and Meal Periods:** for those employees assigned to work eight (8) or ten (10) hour shifts, they shall be allowed two fifteen-minute breaks and one-half hour meal period. Employees shall be subject to call to respond to non-scheduled work duties which arise during such rest breaks and meal periods and which require immediate attention. Employees assigned to work twelve (12) hour rotating shifts shall be allowed two fifteen minute rest breaks and two forty minute meal periods per shift, but said employees are subject to call to respond to non-scheduled work duties arising during the breaks and meal periods.

16.5 Employees assigned to work outside a DOC facility (e.g., transporting an inmate or at a hospital or other medical facility) shall be paid meal and lodging per-diem in accordance with County policy.

16.6 A. Employees assigned to eight- or ten-hour shifts and Employees assigned to twelve-hour shifts as authorized under Sections 207(K) of the Fair Labor Standards Act who work any hours outside their normal shift, shall be compensated for each overtime hour worked. All overtime hours will be paid out in the next available pay period unless the time is banked into comp time. Overtime will be based on actual time worked and not rounded up or down. Wage rates will be calculated based on two (2) decimals.

- B. Vacation, Holiday, Holiday Comp Time and Compensatory Time hours used by an employee shall be considered hours worked for purposes of calculating overtime earned.
 - C. Sick leave hours used by an employee shall be considered hours worked for purposes of calculating overtime earned. Other paid time off banks used when there is no balance in the sick leave bank shall be considered “sick leave” for the purpose of this article.
- 16.7 The above overtime compensation shall be in the form of compensatory time off or pay at 1.5 times the employee’s regular rate of pay for each hour of overtime earned.
- 16.8 Compensatory time is subject to the following provisions:
- A. An employee may carry up to a maximum of sixty (60) hours of compensatory time.
 - B. Compensatory time banked may only be used for paid time off unless the employee terminates employment.
 - C. Requests for compensatory time off will be responded to by the Employer within three (3) working days of the employee’s request.
 - D. Upon separation from employment, any unused compensatory time shall be paid to the employee. All payments of compensatory time are based on the employee’s base hourly rate at the time of separation.
- 16.9 The Director will endeavor to schedule mandatory training for employees within their normal shift assignments or with at least fourteen (14) days’ notice of a change to their assignment to accommodate training. If an employee is required to attend mandatory training on their normal day off with less than fourteen (14) days’ notice, the employee will be compensated at the overtime rate for all time spent training.
- 16.10 Call-Out: If any off-duty employee is called out at the direction of the Director or his designee to perform any job related duties or training, said employee shall receive a minimum of three (3) hours pay at his/her applicable overtime rate of compensation.
- 16.11 Out of County Contract Transport – Personnel who sign up for transport shall be paid at time and one half for providing transport during normal non-work or non-scheduled hours.

ARTICLE 17 - DISCIPLINE

- 17.1 The Director or his/her designee may discipline an employee only for just cause. Discipline shall be carried out in a manner which is least likely to embarrass the employee before other employees or the public.

- 17.2 Disciplinary action or measure shall include only the following:
- A. Supervisory counseling. (Not ordinarily entered into the employee's personnel file in the absence of repeated related issues.)
 - B. Verbal reprimand,
 - C. Written reprimand,
 - D. Suspension without pay,
 - E. Demotion,
 - F. Discharge.
- 17.3 The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance and to allow the Employer to document prior disciplinary matters. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, severity of offense and prior record of discipline. The order in which these criteria appear are not indicative of their priority. An employee may be suspended without pay when said employee has first received one (1) written reprimand relating to said employee's previous work or conduct. An employee may be discharged when said employee has first received a suspension relating to said employee's previous work or conduct. All previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action.
- 17.4 Notwithstanding subsection 17.3 above, the Administrator may immediately suspend or discharge an employee for a serious event which presents just cause for discipline inclusive of such events as may be deemed to be just cause or as amended subject to the provisions contained in Article 18 below.
- 17.5 The Employer may discipline an employee for just cause. Notice of said disciplinary action shall be provided to the employee and Union no later than thirty (30) calendar days from the conclusion of the investigatory proceedings regarding the improper work, incident, or conduct by the employee
- 17.6 Disciplinary action may be reviewed pursuant to Article 18 of this Agreement.
- 17.7 Documentation of Verbal reprimands and Written reprimands (excluding suspensions or demotions) shall be automatically expunged from the employee's personnel file eighteen (18) months and twenty four (24) months, respectively, from the date of issuance and no longer be considered in evaluating future discipline if no other reprimands on the same subject matter have been issued during that time. For clarification purposes only, if a same subject reprimand is issued within eighteen (18) months and twenty-four (24) months, respectively, of the previous issue, both documents shall be expunged from the employee's personnel file twenty-four (24) months from the date of the most recent occurrence. Expunged is defined as removed from all files and never again to be considered or used for discipline applications.

ARTICLE 18 - DISCIPLINARY PROCEDURES

18.1 The Director or his designee may verbally reprimand an employee. The immediate supervisor may make a notation in the supervisor's notebook regarding the verbal reprimand. Written reprimands may be issued by the Director or his designee. Copies of written reprimands, suspensions, demotions, or discharge notices shall be sent to the Union at the time said notices are given to an employee

18.1.1 Any discussion regarding disciplinary action between a supervisor and employee shall be done during the employee's normal work hours unless the exigencies of the circumstances dictate otherwise.

18.2 If disciplinary action taken could result in suspension without pay, demotion or discharge, the employee shall be advised of the facts and circumstances supporting this potential disciplinary action and be provided an opportunity to explain the employee's position prior to disciplinary action being taken. If the employee requests an opportunity to confer with a Union representative or other counsel prior to responding, said employee will be provided a reasonable time not to exceed three (3) business days for such response. If the Administrator determines that circumstances exist requiring immediate action, the Administrator shall have the right and authority to immediately suspend the employee with pay pending the investigation and pending the employee being given an opportunity to respond to charges in accordance with the provisions above. If the employee fails to respond to the charges within the time period referenced above, the Administrator is free to implement the disciplinary action he feels is appropriate under the circumstances.

Time Limits: Once the Employer has notified an employee that he/she is the subject of an investigation that could lead to discipline the Employer shall have a maximum of ninety (90) calendar days and may only be extended by mutual agreement or in the event that an outside agency has not completed its investigation in said time, to exonerate said employee of any wrong doing, invoke discipline or place the employee on paid administrative leave until the investigation is completed and the employee is exonerated or disciplined.

18.2.1 In the event dismissal of an employee becomes imminent and the Administrator determines an alternative to said dismissal is the employee's resignation, said employee will be provided three (3) business days to confer with the Union before being requested to respond to the offer of resignation.

18.3 An employee shall have the right to have a disciplinary action against him/her reviewed for just cause and severity of discipline through the grievance procedure in accordance with Article 19.

18.4 The provisions of Article 17 and 18 do not apply to probationary employees. Said employees may be discharged without cause and without any recourse.

ARTICLE 19 - GRIEVANCE PROCEDURE

- 19.1 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement. All grievances and responses will be in writing.
- 19.2 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless waived or extended by mutual agreement of the parties to the grievance.
- 19.3 Grievance Filed on Behalf of Employee: If any party (the employee, the Union, or the Employer) fails to file a grievance, other than for disciplinary actions, within thirty (30) calendar days of its occurrence, then said grievance shall be forever waived and shall be null and void. If a matter involves disciplinary action then any party must file a grievance within ten (10) calendar days from the date of such disciplinary action, otherwise said appeal or grievance is forever waived and shall be null and void. Failure to pursue a grievance to the next step renders final and conclusive the last determination and response
- 19.4 A grievance may be presented by the aggrieved employee to the employee's immediate supervisor. The employee shall have the option of being accompanied by his Union representative, if he feels that it is necessary. The immediate supervisor shall respond within three (3) business days. If the matter is not satisfactorily resolved, then the grievant may initiate a formal grievance in accordance with the provisions hereinabove and the following procedure, which in any case, shall be done within ten (10) calendar days of the date of disciplinary action or within thirty (30) calendar days from the date of another type of occurrence. Grievances filed by employees can be processed up to and including Step 2 with or without Union support. No employee filed grievances may proceed beyond Step 2 without Union support.
- 19.5 Union or Employer Grievance: The Union or Employer may initiate the grievance procedure at Step 2, other than for disciplinary actions, and will take up the grievance with the other party within thirty (30) calendar days after the occurrence of the event which gave rise to the grievance, or thirty (30) calendar days from the date such grievance reasonably should have become known to the moving party.
- 19.6 The formal grievance procedure shall be as follows:
- Step 1: If the grievance involves occurrences other than disciplinary actions, the grievance shall be presented in written form to the employee's supervisor within thirty (30) calendar days from its occurrence. The supervisor shall respond in writing within twenty (20) calendar days after receiving said grievance. In the event the matter relates to disciplinary action, then the grievance shall be presented in written form to the employee's supervisor within ten (10) calendar days from the disciplinary action. Disciplinary actions involving suspensions, demotion, or termination may be

presented in written form within ten (10) calendar days from the date of the occurrence directly to Step 2 of the grievance procedure

Step 2: If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within ten (10) calendar days of the response in Step 1, above, the grievance in written form shall be presented to the Administrator. Thereafter, the Administrator shall respond in writing to the aggrieved employee within ten (10) calendar days after receipt of the grievance. If it is a Union grievance in accordance with Section 19.5 above, said grievance in written form, shall be presented to the Administrator. Thereafter, the Administrator shall respond in writing to the Union within ten (10) calendar days after receipt of the grievance. If it is an Employer grievance in accordance with Section 19.5 above, said grievance in written form, shall be presented to the Teamsters Local Union No. 760. Thereafter, the Secretary-Treasurer shall respond in writing to the Employer within ten (10) calendar days after receipt of the grievance.

Step 3: Presentation to County Commissioners If the grievance is not resolved to the satisfaction of the concerned parties at step 2, then within ten (10) calendar days of response to step 2, above, the grievance shall be presented in written form to the Board of County Commissioners. The County Commissioners, or their designee, shall hear the grievance within thirty (30) calendar days and respond with a written decision with fourteen (14) calendar days after the close of such hearing.

Step 4:

- a. Final and Binding Arbitration: If the grievance has not been resolved at Step 3, either party to this Agreement may refer unsettled grievances to final and binding arbitration.
- b. Notice - Time Limitation: The referring party shall notify the other party in writing by certified mail of submission to arbitration within ten (10) calendar days after receipt of the Step 3 response. Failure to notify the other party in writing will result in the grievance being forever waived and null and void
- c. Arbitrator - Selection: After timely notice, the parties shall select an impartial arbitrator within thirty (30) calendar days, if possible, after the request is made to arbitrate. If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, either party may demand a list of eleven (11) qualified persons who are willing to abide by time limitations. A list of impartial arbitrators may be furnished by the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) or the Public Employment Relations Commission (PERC). The party demanding a paid arbitrator shall have the right to determine the organization from which the list of eleven (11) names is to be derived. The parties shall flip a coin to determine who will strike the first name, following which each will alternately strike one of the names submitted until only one (1) name remains. This person will serve as the sole arbitrator subject to the following provisions.

- d. Decision - Time Limit: The arbitrator will conduct the arbitration hearing no later than twenty (20) calendar days from the date of selection. The arbitrator shall render a decision within fifteen (15) calendar days from the date of the hearing or receipt of parties' briefs, if applicable.

- e. Limitations - Scope - Power of Arbitrator:
 - i. The arbitrator shall not have the authority to add to, subtract from, alter, change, or modify the provisions of this Agreement.
 - ii. The arbitrator shall have the power to interpret and apply the terms of the Agreement and/or determine whether there has been a violation of the terms of the Agreement.
 - iii. The arbitrator shall consider and decide only the question or issue raised in the initial written grievance. In conducting an arbitration, the arbitrator shall maintain a verbatim record of the testimony either by tape recording or a court reporter. If one of the party's requests court reporter and/or transcription of the official record, then both parties shall share equally in the cost. The arbitrator shall also have the authority to receive evidence and question witnesses.
 - iv. The decision of the Arbitrator shall be final.

- f. Arbitration Award - Damages - Expenses
 - i. The arbitrator shall not have the authority to award punitive damages.
 - ii. Each party hereto shall bear equally the expenses of the arbitrator. Each party shall pay the expenses of their own attorneys, representatives, witnesses, and any other costs associated with the presentation of their case.

ARTICLE 20 - RETIREMENT CONTRIBUTION-INDUSTRIAL ACCIDENT INSURANCE

- 20.1 The Employer shall pay into the appropriate employees' retirement program and Industrial Insurance, in order to maintain benefit levels as prescribed by law.

- 20.2 Effective as designated below the Employer shall pay the amounts stated below to the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit for every hour for which compensation was paid, the amounts to be computed monthly.

EFFECTIVE DATE	CONTRIBUTION RATE
January 1, 2012	\$2.16 + \$0.14 PEER = \$2.30
January 1, 2023	\$2.41 + \$0.16 PEER = \$2.57

- 20.2.1 It is understood that the PEER contributions are not taken into consideration for benefit accrual purposes under the Pension Plan. Also, the PEER rate must always be 6.5% of the basic pension rate and may not be decreased nor discontinued.
- 20.2.2 The parties recognize and agree that pension contributions made by the Employer on behalf of the employees in this bargaining unit to the Western Conference of Teamsters Pension Trust, although considered during negotiations as part of a total economic package (inclusive of wages, insurance contributions, premium pays and other economic items addressed during bargaining), such pension contributions are not payments in lieu of wages, nor are they considered wages. Therefore, the parties agree that these negotiated pension contributions shall not be considered nor treated as reportable wages or earnings for tax and/or Department of Retirement Systems (DRS) purposes. Further, the parties agree that when they are in negotiations and the topic of comparable jurisdictions' economic packages are addressed, all employer economic commitments (wages, insurance contributions, pension contributions, and other economic items) may be evaluated, depending on the issues addressed in negotiations, as part of an overall economic package for comparability purposes. Effective January 1, 2014, this provision will cease to apply.
- 20.2.3 Effective January 1, 2014, the parties recognize that pension contributions made by the Employer on behalf of the employees in this bargaining unit to the Western Conference of Teamsters Pension Trust, are considered an employee tax deferred contribution to a qualified retirement plan. Therefore, such contributions are not considered reportable wages or earnings for tax purposes.
- 20.3 If the Employer is delinquent in payments, the Employer shall be liable for the payment of any claims incurred by employees or dependents during such delinquency. If delinquent, the Employer may be notified by the Union and, thereafter, shall have five (5) days to pay the amount due. If payment is not made by the end of five (5) days, the Union may, without liability therefore, implement any economic persuasion (work stoppages, slow down or similar activities excluded) deemed expedient and such shall not be a violation of this Agreement.
- 20.3.1 The Employer agrees to abide by the rules established by the Trustees of said Trust Fund to facilitate the accurate determination of hours for which contributions are due, prompt and orderly collection and accurate reporting and recording of amounts paid.
- 20.3.2 If during the life of this Agreement the Trust completes the process to allow pension payment to be deposited via electronic transmittal, Yakima County will have the opportunity to participate in the program.

ARTICLE 21 - LIABILITY INSURANCE

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

ARTICLE 22 - MEDICAL BENEFITS

- 22.1 Effective January 1, 2018, the only health plan available to Corrections Officers, Corporals and Sergeants will be the Washington Teamsters Welfare Trust (WATWT) Medical Plan B, (WATWT Plan A Dental, and Vision Plan EXT. The maximum employer contribution toward premium is 90% of the composite rate. The employee contribution toward premium is 10% of the composite rate which shall be withheld from the employee's paycheck. The employee contribution rate is for all employees. Employees may choose to waive coverage.

Upon ratification of this 2021 successor agreement, the Union and Employer shall work together to implement, as soon as reasonably possible the Washington Teamsters Welfare Trust (WATWT) Dental Plan A in place of the current United Employee Benefit Trust D5 Dental Plan.

- 22.2 **Life Insurance:** The Employer shall contribute up to a maximum of 100% of the County's current Basic Life Insurance monthly premium for Employee plus dependents.
- 22.3 **MSA VEBA:** Each employee shall contribute the following on a pre-tax basis to the group MSA VEBA program:
- A. January 1, 2012 – 1.5%

ARTICLE 23 - PAY ARRANGEMENTS

- 23.1 Employees shall be paid in conformity with the County's payroll system. There shall be no deductions other than required by law or authorized by this Agreement or authorized in writing by the employee.
- 23.2 Each employee shall receive an itemized statement of earnings and deductions, specifying his wage rate, hours paid, and other compensation payable to him as well as any and all deductions from his gross wages for the pay period.
- 23.3 Upon termination, an employee shall receive compensation due in accordance with the terms and conditions of this Agreement no later than the pay period following the termination.

ARTICLE 24 - EDUCATIONAL INCENTIVE - CONTINUED EDUCATION

- 24.1 All employees within the bargaining unit employed by the Employer attending school may receive tuition expense reimbursement, provided that:
- A. They receive prior approval of the Administrator;
 - B. Course work is completed in a field of study approved by the Administrator;
 - C. A final passing or better grade for the course (e.g. 2.0 on a 4.0 scale, or 70% on a long 100% scale, etc.);
 - D. The employee is not eligible to receive monies under other education subsidy programs such as the G.I. Bill, Veteran's Administration, the Safe Street Act, or other similar programs utilizing state, federal and/or private funds.

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

- 24.2 Any employee who is granted an educational leave shall be required to repay the non-salary costs paid by the Employer in the event of the employee's voluntary termination of employment within one (1) year of completing such leave. If any employee voluntarily terminates his employment during the second full year following compensation of the education leave, one-half (1/2) of the non-salary costs expended by the Employer shall be reimbursed.
- 24.3 Any employee attending a school under the provisions above shall be required prior to leaving for the school to sign a statement containing the repay terms. The repay provisions shall not apply to the basic law enforcement-training course or to other short-term training courses, which the employee is required by the Administrator to attend.
- 24.4 Time spent in classes or other study, excluding County sponsored training, shall not be considered to be time worked for overtime or other pay purposes.

ARTICLE 25 - GENERAL PROVISIONS

- 25.1 Union Investigation and Visitation Privileges - The Business Representative of the Union will notify the Administrator or his designee of on-site visitations. The representative shall limit his activities to matters relating to this Agreement; provided, however, he will not interfere with the operation of the normal routine of the Department.
- 25.2 Safety - Safe and healthful working conditions are recognized as mutually beneficial to the employees and Employer. Employees may report what they believe to be an

unsafe and unhealthy working condition to Management. Management shall investigate the report.

- 25.3 Medical Exams - Any medical examination required by the Employer may be taken on Employer time and shall be paid by the Employer. The examination shall be administered by a physician or institution specified by the Employer.
- 25.4 Gender - Where masculine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the gender of the employee eligible for any position, classification, or the benefits provided in this Agreement.
- 25.5 The Employer agrees not to enter into any agreement with employees within the bargaining unit on an individual or collective basis, which conflicts with the terms and provisions of this Agreement.
- 25.6 When any classification not listed on the wage schedule is established, the Employer shall designate a job classification and pay rate for the classification. Notice of establishment of the new classification shall be provided to the Union. In the event the Union does not agree that the rate of pay is correct, notice shall be given the Employer within fourteen (14) calendar days of receipt of the notice, requesting to negotiate the pay rate for the new classification. The negotiated pay rate shall be effective as of the date the new classification went into effect.
- 25.7 Mileage Reimbursement: Mileage reimbursement at the time of implementation of this Agreement shall be at the current IRS rate. Provided, however, if the Internal Revenue Service should approve a higher amount effective during the term of this Agreement, escalation in the rate shall be implemented by the resolution of the Board of County Commissioners. Maximum use shall be made by the County of County-owned vehicles in order to avoid use of the employee's vehicle whenever practical.
- 25.8 Training: The Employer shall make every reasonable effort to afford all employees of the Department equal access to training related to that employee's position. When the employee successfully completes any job-related school, a record of such shall be kept in the employee's training file.

ARTICLE 26 - EQUAL EMPLOYMENT OPPORTUNITY

- 26.1 The Employer or the Union shall not discriminate against any individual with respect to terms, conditions or privileges of employment because of race, color, religion, national origin, age, gender, military status, mental, physical, or sensory handicap, except as allowed or provided by law.
- 26.2 No employee shall be unlawfully discriminated against for upholding Union principles and activities provided such activities do not interfere with the employee's duties

ARTICLE 27 - PERSONNEL FILES

- 27.1 Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including personal photographs, shall be confidential and shall restrict the use of information in the files to internal use by the Department of Corrections. It is further agreed that the information in employee personnel files shall not be released to outside groups without the approval of the Administrator except under proper Court order.
- 27.2 An employee shall be notified and receive a copy of material placed in his personnel file relating to job performance or personal character within ten (10) calendar days of such action
- 27.3 An employee may request that material other than yearly evaluations be expunged from his file
- 27.4 Upon appropriate request, an employee may inspect his personnel file subject to the following provisions
- A. Upon request, an employee who has a written grievance on file who is inspecting his personnel file with respect to such grievance, may have a representative present during such inspection.
 - B. Copies of materials in the employee's personnel file shall be provided the employee upon written request.

ARTICLE 28 - SAVINGS CLAUSE

- 28.1 If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 29 - NO STRIKE - NO LOCKOUT

- 29.1 Strikes, slowdowns, work stoppages, or any other interference with the work by the employees are prohibited.
- 29.2 The Employer may discharge and/or discipline any employee who violates Section 29.1. No employee shall be entitled to any pay and/or benefits for the period in which he/she 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 - UNIFORM AND EQUIPMENT SUPPLY AND UNIFORM
CLEANING**

- 30.1 The County shall provide each employee with all required equipment to perform the work required by the Employer. The employee may purchase his/her own gear, but it must meet County requirements.
- 30.2 In the event the employer requires the employees of this bargaining unit to wear a uniform while in the service of the Employer the Employer shall furnish all such required attire as follows:
- A. Corrections Personnel:
 - (1) Three (3) pairs of trousers
 - (2) Three (3) summer shirts
 - (3) One (1) winter coat
 - (4) The County will pay each employee \$150.00 in additional compensation each year, to be included in the February paycheck, as a footwear allowance.
 - (5) One (1) belt
 - (6) One (1) sweater
 - B. Any changes in items of clothing and equipment mandated by the Administrator shall be provided by the County.
- 30.3 The County shall have the duty to supply clothing and equipment of the nearest standard size to an employee's measurements. Necessary alterations will be provided by the County.
- 30.4 Uniform Cleaning. The County agrees to provide for a contract cleaning arrangement whereby pickup service will be available at the Yakima County Department of Corrections. 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).

ARTICLE 31 – WORK IN HIGHER CLASSIFICATION

- 31.1 An employee who is assigned work in a higher classification than he/she is normally assigned shall be compensated at the rate of the appropriate level for the assigned position. Persons assigned to work at such positions should be from a list of eligible employees for promotion to that classification. In either case the employee will be

paid at the higher classification once the employee has worked within that classification for a minimum of one (1) hour.

ARTICLE 32 - FIREARMS

- 32.1 Employees working outside of the secure area may be required to carry a firearm at the time and in the manner determined by the Director or designee. No employee shall be permitted to carry a firearm unless they have met the minimum training and proficiency requirements for firearm usage as determined by the Director or designee. As a condition of employment, employees hired after June 1, 2006, must meet, and maintain acceptable firearms qualification levels as determined by the Director or designee except that after fifteen (15) years of service with the Yakima County Corrections Department, such employees may petition the Director for an exemption from the firearms qualification requirement. The Director shall retain sole discretion to grant or deny any such exemption requests and denials are not subject to the grievance process.

Carrying a weapon off duty will be governed by RCW 9.41.060.

32.2 Range Training Days

Prior to annual weapons qualifications, the County will provide access to its firearms range at the discretion of the Director or designee. Ammunition will be supplied by the employee, but during the term of this agreement the parties will discuss the possibility of employer provided ammunition if the nationwide supply chain issues resolve. Voluntary range practiced will be on the employee's own time.

ARTICLE 33 - WAIVER OF PORTION OF AGREEMENT

- 33.1 The expressed provisions of this Agreement may not be waived except by mutual agreement of the Union and the County, and in any individual case, the affected employee. Neither the County nor the Union will ask for or accept a voluntary waiver by an employee without prior consent of the other party.

ARTICLE 34 – SALARIES

- 34.1 The pay plan structure is set forth in Exhibit "A" The salary schedule for bargaining unit employees set forth in Exhibit "B" reflects the following wage information and shall be administered by the Director of Human Resources.
- A. Effective January 1, 2022, the pay plan shall be increased by 5%. This increase shall be retroactive to January 1, 2022 but only for employees still employed with the County at the time of ratification by the Union and implementation by the County.
 - B. Effective January 1, 2023, the plan shall be increased by 5%.
 - C. Effective January 1, 2024, the plan shall be increased by 5%

All Corporals shall receive an additional increase of approximately \$25.00 per month to ensure there is a minimum of 5% between Officer and Corporal steps]

34.1.1 No employee shall suffer a reduction in salary due to the signing of this Agreement.

34.1.2 Lateral Transfers may be hired up to Step 3 on the Pay Plan; hiring at Step 4 or Step 5 will require prior approval from the Board of County Commissioners. Lateral Transfers must meet the following eligibility requirements:

- A. Certified by the Washington State Criminal Justice Training Commission as a qualified corrections officer prior to the date of hire; and
- B. Successfully completed probationary period inclusive with two (2) years regular service with a bona fide correctional institution; and
- C. Meets all other minimum qualifications required of entry level applicants.

ARTICLE 35 – INCENTIVE PAY

Bilingual Premium: The Director may appoint qualified bargaining unit members as department bilingual positions for those employees who prove language fluency in Spanish. The number of appointees and the appointment process shall be at the discretion of the Director. Any Bilingual appointee shall receive a premium of one (1%) percent of their hourly base wage. The cost of testing for fluency will be reimbursed by the County upon successful certification and employees must re-certify every five years to remain eligible for bilingual premium.

Field Training Officer (FTO) Premium: The Director may appoint qualified bargaining unit members to FTO positions. Any FTO shall receive a premium of two (2%) percent of their hourly base wage while performing any FTO duties.

Longevity: The employer will compensate employees who qualify for longevity pay in conformity with the schedule set forth below. For entry-level hires, longevity is based on continuous years of service with the Yakima County Department of Corrections, regardless of division or classification; for employees hired as a lateral transfer, longevity will recognize time in service with the agency they lateral from, based either on date of hire with that agency, or date of CJTC certification, whichever is later.

5 years of service	1%
10 years of service	2%
15 years of service	3%
20 years of service	4%

Education Premium: Employees with a bachelor's degree shall receive a premium of two percent (2%) of their hourly base wage. Employee with a master's degree shall receive a premium of four percent (4%) of their hourly wage. Verifiable proof of degrees must be provided to Human Resources prior to receiving the premium.

Instructor Premium: The Director may appoint qualified bargaining unit members to instructor positions to provide employee training. The number and configuration of instructors shall be determined by the Director. Instructor positions are defined as firearms, defensive tactics, OC, Taser, or any employee that is certified/qualified to provide beneficial training to the department and authorized by the Director. All instructors appointed by the Director shall receive a premium of two percent (2%) of their hourly base wage.

ARTICLE 36 - NEGOTIATION PROCEDURES

- 36.1 Negotiations shall commence on or before September 1, 2021 for a successor collective bargaining agreement. 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 37 – TERM OF AGREEMENT

- 37.1 This Agreement shall become effective as of the first (1st) day of January 2022 and shall remain in full force and effect through the thirty-first (31st) day of December 2024. Contract language changes will be effective as of the date of signing of this 2022-2024 Collective Bargaining Agreement. Economic proposals and/or changes will be effective as specifically indicated or as of the date of signing of this 2022-2024 Collective Bargaining Agreement, whichever is applicable. Written notice of intent to modify this Agreement as related to extension of the Agreement or changes to the Agreement must be served by the requesting party upon the other party at least ninety (90) calendar days prior to the date of expiration.
- 37.2 If the parties have not reached agreement then either party may request a mediator from the Public Employment Relations Commission (PERC). The determination of the mediator shall be advisory only and not binding on either party.
- 37.3 The parties further agree if they have not reached agreement on or put into effect a subsequent contract as of December 31, 2024, then the terms and conditions of the 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 (30) working days notification prior to the effective date of termination.

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

Dated this _____ day of _____ 2022.

FOR THE EMPLOYER:
Board of Yakima County Commissioners

FOR THE UNION:

Amanda McKinney, Chairman

Leonard J. Crouch
Secretary Treasurer

Ron Anderson, Commissioner

LaDon Linde, Commissioner

Jeremy Welch
Director, Department of Corrections

Jacqui Lindsay
Director of Human Resources

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

EXHIBIT “A”
YAKIMA COUNTY TEAMSTERS LOCAL 760
Corrections Officers, Corporals & Sergeants
PAY PLAN STRUCTURE

1. Implementation of the Pay Plan for Corrections Officer will be as follows:

- A. Step One to Step Two upon completion of twelve (12) months service at Step One within the same classification.
- B. Step Two to Step Three upon completion of twelve (12) months service at Step Two within the same classification.
- C. Step Three to Step Four upon completion of twelve (12) months service at Step Three within the same classification.
- D. Step Four to Step Five upon completion of twelve (12) months service at Step Four within the same classification.
- E. Step Five to Step Six upon completion of twelve (12) months service at Step Five within the same classification.
- F. Step Six to Step Seven upon completion of twelve (12) months service at Step Six within the same classification.

2. Implementation of the Pay Plan with respect to the three (3) steps for Corrections Sergeant are as follows:

- G. Step One to Step Two upon completion of twelve (12) months of employment.
- H. Step Two to Step Three upon completion of twelve (12) months service at Step Two within the same classification.

Article Topic	Process Steps
<p><u>Bilingual Premium:</u> The Director may appoint qualified bargaining unit members as department bilingual positions for those employees who prove language fluency in Spanish. The number of appointees and the appointment process shall be at the discretion of the Director. Any Bilingual appointee shall receive a premium of one (1%) percent of their hourly base wage. The cost of testing for fluency will be reimbursed by the County upon successful certification and employees must re-certify every five years to remain eligible for bilingual premium.</p>	<ol style="list-style-type: none"> 1. The County will use the testing services of: Language Testing International (LTI) and the American Council of the Teaching of Foreign Languages (ACTFL) “Oral Proficiency Levels in the Workplace” document as provided by LTI. 2. The employee will test at their own cost and provide the County with the proof of successful completion of the test and must score at least “Advanced Low” on the ACTFL “Oral Proficiency Levels in the Workplace” document to qualify for bilingual pay. 3. The County will reimburse the employee for the testing cost through the accounts payable process (see process for Expense Reimbursements). 4. The County will add the bilingual premium allowance to the employee’s pay upon receiving proof of the successful completion of all required testing. 5. The employee must be appointed by the DOC Director prior to registering to test. 6. The DOC Department requires the appointed employee to test in Speaking, Reading and Listening. 7. The bilingual premium pay will apply within the next possible pay period after receipt of the acceptable proof of passing all required tests. 8. No retroactive payment will apply. 9. Bilingual premium will be removed if employee does not maintain recertification requirements.
<p><u>Field Training Officer (FTO) Premium:</u> The Director may appoint qualified bargaining unit members to FTO positions. Any FTO shall receive a premium of two (2%) percent of their hourly base wage while performing any FTO duties.</p>	<ol style="list-style-type: none"> 1. Employees assigned as FTO will enter their FTO time into Workday by selecting the FTO Time Type in Time Entry. 2. Employee are only paid FTO pay for those hours they are engaged in training. 3. Supervisors will verify employees are actually training when reviewing FTO pay entered in time entry. 4. Pay changes for FTO will apply within the next possible pay period after work is performed. 5. No retroactive payment will apply.
<p><u>Longevity:</u> The employer will compensate employees who qualify for longevity pay in conformity with the schedule set forth below. For entry-level hires, longevity is based on continuous years of service with the Yakima County Department of Corrections, regardless</p>	<ol style="list-style-type: none"> 1. Employees receive longevity pay for continuous years of service with DOC. 2. Employees will not receive credit for prior service if there has been a break in service unless the break in service occurs due to layoff.

<p>of division or classification; for employees hired as a lateral transfer, longevity will recognize time in service with the agency they lateral from, based either on date of hire with that agency, or date of CJTC certification, whichever is later.</p> <p style="padding-left: 40px;">5 years of service 1% 10 years of service 2% 15 years of service 3% 20 years of service 4%</p>	<ol style="list-style-type: none"> 3. Employees in layoff status and recalled to their layoff position will retain previous continuous service credit; however, their continuous service will be adjusted for the period of layoff. 4. Employees hired into another position with the department during their layoff status and not recalled to their layoff position will not receive credit for previous continuous service.
<p><u>Education Premium:</u> Employees with a bachelor’s degree shall receive a premium of two percent (2%) of their hourly base wage. Employee with a master’s degree shall receive a premium of four percent (4%) of their hourly wage. Verifiable proof of degrees must be provided to Human Resources prior to receiving the premium.</p>	<ol style="list-style-type: none"> 1. Employees will provide to HR or by input of a copy of their degree within workday. If a copy of the degree cannot be attained, the employee will provide other verifiable proof of successful completion of the degree such as a certified letter from their educational institution. 2. Employees that load their degree and supporting documentation in Workday, must still notify HR so the documentation can be verified and the compensation change for Education Premium Allowance can be initiated. 3. Pay changes for education premium will apply within the next possible pay period after verifiable proof of successful completion is received. 4. No retroactive payment will apply.
<p><u>Instructor Premium:</u> The Director may appoint qualified bargaining unit members to instructor positions to provide employee training. The number and configuration of instructors shall be determined by the Director. Instructor positions are defined as firearms, defensive tactics, OC, Taser, or any employee that is certified/qualified to provide beneficial training to the department and authorized by the Director. All instructors appointed by the Director shall receive a premium of two percent (2%) of their hourly base wage.</p>	<ol style="list-style-type: none"> 1. Eligibility and assignment of this premium will be maintained within the department. 2. DOC will be responsible for initiating the compensation changes in Workday to start and/or stop the Instructor Premium Allowance. 3. Pay changes for instructor premium will apply within the next possible pay period after work is performed. 4. No retroactive payment will apply.

**YAKIMA COUNTY DEPARTMENT OF CORRECTIONS
TEAMSTERS OFFICERS, CORPORALS AND SERGEANTS
2022 PAY PLAN**

January 1, 2022

CLASS TITLE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Corrections Officer	8 Hour	58,478	61,449	63,510	65,594	67,434	69,340	71,890
	8 Hour	4,873	5,121	5,293	5,466	5,619	5,778	5,991
		28.11	29.54	30.53	31.54	32.42	33.34	34.56
Corrections Corporal	8 Hour	75,484						
	8 Hour	6,290						
		36.29						
Corrections Sergeant	8 Hour	81,551	84,237	87,098				
	8 Hour	6,796	7,020	7,258				
		39.21	40.50	41.87				

**YAKIMA COUNTY DEPARTMENT OF CORRECTIONS
TEAMSTERS OFFICERS, CORPORALS AND SERGEANTS
2023 PAY PLAN**

January 1, 2023

CLASS TITLE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Corrections Officer	8 Hour	61,402	64,521	66,686	68,874	70,806	72,807	75,484
	8 Hour	5,117	5,377	5,557	5,739	5,900	6,067	6,290
		29.52	31.02	32.06	33.11	34.04	35.00	36.29
Corrections Corporal	8 Hour	79,258						
	8 Hour	6,605						
		38.10						
Corrections Sergeant	8 Hour	85,628	88,449	91,453				
	8 Hour	7,136	7,371	7,621				
		41.17	42.52	43.97				

**YAKIMA COUNTY DEPARTMENT OF CORRECTIONS
TEAMSTERS OFFICERS, CORPORALS AND SERGEANTS
2024 PAY PLAN**

January 1, 2024

CLASS TITLE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Corrections Officer	8 Hour	64,472	67,747	70,020	72,317	74,346	76,448	79,258
	8 Hour	5,373	5,646	5,835	6,026	6,195	6,371	6,605
		31.00	32.57	33.66	34.77	35.74	36.75	38.10
Corrections Corporal	8 Hour	83,221						
	8 Hour	6,935						
		40.01						
Corrections Sergeant	8 Hour	89,909	92,871	96,025				
	8 Hour	7,492	7,739	8,002				
		43.23	44.65	46.17				