

**2023-2024**

**Labor Agreement  
By and Between**

**BOARD OF COUNTY COMMISSIONERS/YAKIMA COUNTY CLERK,  
YAKIMA COUNTY,**

**And**

**TEAMSTERS LOCAL UNION #760  
Affiliated with the International Brotherhood of Teamsters**

**Representing County Clerk Supervisory Employees**

**January 1, 2023, through 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," YAKIMA COUNTY CLERK'S OFFICE, both of whom are the "Employer," and TEAMSTERS LOCAL NO. 760, hereinafter referred to as the "Union," for the purpose of fixing the wages, hours, and working conditions affecting the employees.
- 1.2 This Agreement also serves the purpose of increasing the general efficiency of Yakima County Clerk's Office and maintaining harmonious relations between the County, its employees, and the Union. To accomplish the foregoing, the parties hereto agree to the following articles within this Agreement.

## **ARTICLE 2 - RECOGNITION**

- 2.1 The Employer recognizes the Union, as certified by PERC Decision 12358-PECB (2015), Case 27167-E-15-3935, as the sole and exclusive collective bargaining representative of all supervisory employees of the Yakima County Clerk's Office, excluding the elected Clerk, non-supervisory employees, confidential employees, Extra Help employees, and all other employees.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.1 The Union recognizes the prerogatives of the Employer to operate and manage the Clerk's Office and the services provided thereby in all respects in accordance with its responsibilities, lawful powers, and legal authority. All matters not expressly covered by the language of this Agreement, and/or mutually agreed upon written agreements executed subsequent to the date of signature of this labor agreement, shall be administered by the Employer in accordance with such policies and/or procedures as the Employer, from time to time, may establish and implement. The Employer's prerogatives and rights to operate and manage the Clerk's Office and the services provided thereby without bargaining about the decisions, include but are not limited to, the following:
  - a. The right to establish and implement reasonable work rules, procedures, and work performance standards, including the right to complete written performance evaluations of bargaining unit employees.
  - b. The right to schedule work and overtime work and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with this labor agreement.
  - c. The right to hire, transfer, promote, demote, change work locations, suspend, discharge, lay off, recall, or discipline employees as deemed necessary by the Employer as provided by this Agreement and/or as provided by the General Rules, Regulations, Policies, and Procedures of Yakima County.

- d. The right to determine the size and composition of the work force, modify job responsibilities, and assign employees to work locations and shifts.
  - e. The right to determine what duties shall be performed by various personnel.
  - f. The parties understand that incidental duties connected with operations, not enumerated in job descriptions, shall nevertheless be performed by the employee when requested by a supervisor.
  - g. The right to take actions as may be necessary to carry out Employer's services in emergencies.
  - h. The right to make any and all decisions pertaining to budgetary and fiscal matters;
  - i. The right to take actions necessary to comply with the Americans with Disabilities Act.
- 3.2 Nothing in this Agreement shall be interpreted to limit the authority placed in the Board of Yakima County Commissioners and the elected County Clerk or designee and the rights and obligations owed thereby to the electorate in conformity with statutory law.
- 3.3 Past Practices: The Employer may change a past practice after providing the Union with written notice. If the Union wishes to bargain about the change to past practice, then it will so indicate in writing to the Employer within fifteen (15) working days of receipt of the Employer's notice. Bargaining shall conclude within thirty (30) working days of the Union's request to bargain. If no written request is submitted by the Union or if no settlement is reached within the thirty (30) working days' time period, then the Employer may proceed with the change to past practice so long as the change does not affect the specific terms and conditions of the Collective Bargaining Agreement. In the event of a bona fide emergency, no notice or bargaining is required before implementing the change.
- 3.4 It is the intent of the Employer to continue to utilize its employees to perform work; provided, however, the Employer has the right to contract out work. If the Employer determines it necessary to contract out work performed by bargaining unit members, the Employer will provide the Union with written notice. If the Union wishes to bargain about the effects, it shall provide the Employer with a written request to bargain within fifteen (15) working days of receipt of the Employer's notice. Bargaining about the effects shall conclude within thirty (30) working days. If no written request is submitted by the Union or if no settlement is reached within the thirty (30) working day time period, then the Employer may proceed with its decision. The Union may continue to bargain the effects of the decision beyond the 30 day time period. In the event of a bona fide emergency, no notice or bargaining is required before contracting out.
- 3.5 Software Implementation: The Union Representative(s) and the bargaining unit employees agree to fully cooperate with Management's implementation of any and all Workday program

implementations and changes necessary to carry out departmental functions and responsibilities.

#### **ARTICLE 4 - UNION RIGHTS**

- 4.1 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, such as in Article 3.
- 4.2 The Union will have the right to have a shop steward within the bargaining unit. The shop steward shall first communicate with the Business Representative for Teamsters Local 760 if there is a concern with respect to the supervisors' Agreement. Only the Teamsters Business representative has the right to investigate supervisors' concerns with respect to the Agreement, and such investigation shall occur during non-regularly scheduled work hours and will not interfere with the necessary operation of the Clerk's Office services. An employee has the right to have a shop steward present at any meeting with management involving an investigation that could result in discipline (Weingarten rights). The Union will advise the Employer of the identity of the aforementioned shop steward on an annual basis. Meetings with employees for investigations or on-site visitations shall be limited to breaks, lunch periods, and/or non-work times.
- 4.3 Union Investigation and Visitation Privileges: The Business Representative of the Union will provide reasonable prior notification to the Employer or designee and coordinate investigation or on-site visitations with the Employer. The representative shall limit his or her activities to matters relating to this Agreement; provided, however, he/she will not unduly interfere with the normal operations of the Clerk's Office. Meetings with employees for investigations or on-site visitations shall be limited to breaks, meal periods, and/or non-work hours. Representation of Union members during Loudermill meetings does not require reasonable prior notice, nor is such activity limited to employee breaks, meal periods, and/or non-work hours.
- 4.4 Teamsters Local No.760 shall be entitled to the use of an employee bulletin board in the Clerk's Office. Said use shall be limited to official Union business notifications, such as meeting dates and times. Said use shall not include political statements or postings, personal announcements, items for sale, etc. This includes postings at the first floor offices, the third floor offices, and divisional office at the juvenile justice center.
- 4.5 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.
- 4.6 Collective Bargaining: Recognizing that the parties are mutually served by effective collective bargaining, the Employer will allow two (2) bargaining unit employees to attend scheduled collective bargaining sessions on work time if negotiations are conducted during the employees' work time. If negotiations are conducted during non-work time, then such activity shall be unpaid. The Employer may approve additional staff to attend, if necessary.

## ARTICLE 5 - UNION SECURITY AND DUES CHECK-OFF

- 5.1 **Signed Union Dues Deduction Authorization:** For those employees who choose to join the Union, the Employer agrees to deduct once each pay period the appropriate Union dues from the pay of the bargaining unit employee who provides written authorization to the Employer to do so. A signed payroll deduction authorization is necessary for this action. The signed payroll deduction authorization shall be submitted to the Employer's Human Resources Department. The deduction will begin in the payroll after the authorization is received or as soon as administratively possible.
- 5.2 **Amounts Deducted:** The amounts deducted shall be certified to the Employer by the Union, and the aggregate deduction shall be remitted to the Union monthly together with an itemized statement including the employee's name, department, hours worked, base wage and the amount of the Union dues deducted, after such deductions are made. If an employee terminates employment, dues will be deducted for the pay period of termination and appropriately accounted for in accordance with the dues authorization and any applicable Union bylaws. The employer shall honor the terms and conditions of each employee's authorization for payroll deduction. The employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the payroll deduction authorization for payroll deduction executed by the employee. The Employer is not a party to the authorization for payroll deduction executed by the employee. The Employer is not a party to the authorization for payroll deduction as that is between the employee and the Union.
- 5.3. **Monthly Reports:** Employer will provide the Union with monthly electronic reports of dues activity and payments. Reports and payments received during current month represent activities from previous months.
- As an example, reports and payment received in March represent activities that transpired in February.
- 5.4. **Hold Harmless:** The Union will defend and hold the County harmless against all claims, demands, lawsuits, ordered losses, judgments, other forms of liability, including amounts of dues and fees withheld, and/or expenses associated with the County making a good faith effort in the implementation of this Article.
- 5.5. **New Employee Orientation:** These provisions shall be carried out in conformity with RCW 41.56.037. Each December, the Employer will provide the Union with the upcoming year's new hire orientation calendar. The Union will contact the Human Resources Department at (509) 574-2210 to obtain information on new hires scheduled to attend orientation appropriate to their group. A Union Representative shall be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership and dues authorizations.

## **ARTICLE 6 - UNION - MANAGEMENT RELATIONS**

- 6.1 All collective bargaining with respect to wages, hours, and general working conditions shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.
- 6.2 Agreements reached between the parties to this Agreement shall become effective only when signed by designated representatives of the Union and the Employer.
- 6.3 Labor/management meetings may be scheduled at which time matters involving wages, hours, and working conditions affecting employees covered by this Agreement will be discussed.
- a. Meetings may be scheduled at a mutually agreeable time but not later than fifteen (15) working days, unless otherwise agreed, from the date of a request by either party for a meeting. Such requests shall be in writing and contain the items at issue. The request shall be sent to the Clerk or designee and the Human Resources Director. The meeting shall include a Human Resources Department representative or management labor attorney, or both.
  - b. Prior to the meeting, a written agenda shall be prepared by the party requesting the meeting and may be supplemented by additions made by the other party.
  - c. Disposition of matters covered in a labor management meeting shall not contradict, add to, or otherwise modify the terms and conditions of this Agreement.
  - d. Meetings shall be held during hours most convenient to the participants and Union members shall experience no loss of salary if the meeting is held during normal work hours, provided that no more than one (1) Union member shall be paid for such meetings. If the meetings are held during non-working time, then said employees shall be unpaid except if the Union wishes to compensate said employees.
  - e. The Clerk or designee may require that the meeting be held during non-working hours.

## **ARTICLE 7 - PRODUCTIVITY**

- 7.1 It is mutually agreed that the Employer and the Union shall work together individually and collectively to meet the production requirements of the Department, to provide the County and public with efficient and courteous service, to encourage good attendance of employees, and to promote a climate of labor relations that will aid in achieving a high level of efficiency in all departments of County government.

## **ARTICLE 8 - DEFINITIONS AND ELIGIBILITY**

- 8.1 Anniversary Date: Original entry date into County Service as adjusted by leave without pay or break in service.

- 8.2 Bargaining Union Seniority Date: The last date they entered the union.
- 8.3 Classification Union Seniority Date: The date of the employees last promotion or demotion
- 8.4 Continuous Service Date: Date used to determine accrual increases based on uninterrupted years of service.
- 8.5 Compensatory Time: Time off in lieu of cash payments for overtime.
- 8.6 Regular Full-time Employee: Employee who works on a full time basis (thirty-seven and one half (37.5) hour or forty (40) hour schedule per week), and who have successfully completed a probationary period, . Such employee are entitled to pay for the position and the opportunity to progress across the pay plan in accordance with the existing pay plan and pay plan structure and receive benefits as set forth in this agreement.
- 8.7 Probationary Employee: A probationary employee shall be defined as a new hire who has not competed twelve (12) calendar months of service with the Employer since the first day of employment . A probationary employee shall work under the provisions of this Agreement but shall be only on a trial basis, during which period he/she may be discharged without just cause and without any recourse.
- 8.8 Regular Part-Time Employee: Employee who works on a scheduled basis for twenty (20) hours per week but less than full time (thirty-seven and one-half (37.5) hours per week) and who have successfully completed a probationary period. Such employees are entitled to pay for the position and the opportunity to progress across the pay plan in accordance with the existing pay plan and pay plan structure and received benefits on a pro rata basis.
- 8.9 Extra Help: Employees who work for a period of fewer than five (5) months during a calendar year, fewer than 650 hours per calendar year intermittently, or in a temporary assignment up to a year in projects with an end in sight, during the absence of a regular employee or employment necessitated by work-load peaks. This category is inclusive of student, casual, and seasonal employees. Extra Help employees are not in the bargaining unit and are not covered by this agreement. Extra Help employees are covered by the County Extra Help Policy.

## **ARTICLE 9 - PROBATIONARY PERIOD**

- 9.1 New Hires: Each newly hired employee of the Clerk's Office shall satisfactorily complete a minimum twelve (12) month probationary period. The Employer will conduct written employee performance evaluations during this work performance period. Probationary employees may be discharged or terminated at any time without just cause and without recourse.
- 9.2 Work Performance Trial Period: Employees who are promoted must satisfactorily complete a six (6) month work performance trial period. The Employer will conduct written employee

performance evaluations during this work performance period. The Employer is vested with the sole authority to determine satisfactory completion of the work performance trial period.

## **ARTICLE 10 - SENIORITY, LAYOFF, AND RECALL**

### 10.1 Seniority:

- a. “Bargaining Unit Seniority” or similar terms used in this Agreement means all continuous service of an employee since the last date of hire with the County in a position covered by this Agreement.
- b. “Classification Seniority” or similar terms used in this Agreement means all continuous service of an employee since the last date of hire with the County in a classification in a position covered by this Agreement.
- c. For purposes of PTO leave accrual, seniority is determined by an employee's continuous service as an employee of Yakima County as reflected in the Continuous Service Date.

10.2 The County will provide the Union with copies of the seniority list on July 1 of each year or at other mutually agreed-upon dates.

10.3 No employee may have bargaining unit seniority established prior to satisfactory completion of the probationary period. Employees shall continue to accrue seniority for periods of workers’ compensation illness or injury, military leave of absence of twenty-one (21) days or less, and all time on paid leave status. Employees shall lose all seniority in the event of voluntary termination, lay-off beyond the recall period, and/or discharge. Employees shall not accrue seniority, PTO or ESL for periods of unpaid leaves of absence in excess of fifty percent (50%) of their normally scheduled work hours, layoff, or disciplinary suspension; however, employees in such categories shall not lose seniority accrued prior to the commencement of the unpaid status. In the case of authorized leave of absence without pay:

- a. The Bargaining Unit Seniority date will be adjusted when in an unpaid status.
- b. The Classification Seniority date will be adjusted when in an unpaid status.
- c. The Continuous Service date will not be adjusted when on Federal or State authorized leave of absence without pay. The Continuous Service date will be adjusted when on any other type of unpaid leave.

10.4 Ties in seniority shall be broken by lot in a manner mutually agreeable to the parties.

### 10.5 Layoff:

**SECTION 10.5 IS THE ONLY SECTION IN THIS CBA THAT SHALL REMAIN OPEN FOR CONTINUED NEGOTIATIONS DURING 2023. THE PARTIES SHALL CONTINUE TO BARGAIN DURING 2023 WITH THE CONCLUSION TO BE REACHED BY DECEMBER 31, 2023, CONSISTENT WITH CHAPTER 41.56, RCW.**

- a. EMPLOYER PROPOSAL: The Clerk and the Board of County Commissioners determines whether a layoff is necessary. The Clerk and the Board determine which classification(s) will be affected by the layoff. If the Employer and Board determine layoffs are necessary and which classification(s) will be affected, they will take into consideration an employee's seniority within the affected classification, work performance record, disciplinary record and factors relating to efficiency and productivity. The order in which the criteria above is listed does not establish an order of priority. For example, a person with a higher level of seniority but with a negative performance record, discipline record and/or written record of inefficiency and unproductivity may be laid off before a less senior employee with a superior record in the other categories

EXISTING LANGUAGE: The Clerk or designee and/or the Board of County Commissioners shall be the sole determiners of when layoffs within the Clerk's Office are necessary. The Employer may lay off employees when such action is determined to be necessary by reason of lack of work, lack of funds, or reorganization of the Clerk's Office. The Clerk shall have the right to determine by job classification the number of employees to be reduced within the Clerk's Office. The Union will be notified of the specific job classifications in which layoffs will take place and the number of employees in those job classifications who are designated for layoff status.

- b. If the Clerk or designee and/or the Board of County Commissioners determines that a layoff is necessary within certain job classifications within the Clerk's Office, then and in that event, employees in the affected job classification shall be laid off in the following order:
- 1) Temporary seasonal, or casual employees
  - 2) Probationary employees;
  - 3) Regular part time and regular full time employees – Regular part time and regular full time employees will be laid off from the affected job classifications, giving consideration to seniority; provided, however, consideration shall also be given to employee work history and the ability of the remaining employees to perform the variety of tasks required of that classification without further training. When two or more employees have relatively equal work history, skill, and ability to do the work without further training, as determined by the Clerk or designee, the employee(s) with the least seniority will be laid off first.
  - 4) Employees on leave are subject to layoff procedures.
  - 5) Employees shall be provided with thirty (30) calendar days' notice of their layoff status except in the event of an emergency.

- c. The person targeted for layoff shall have a one-time option to “bump” the employee with the least bargaining unit seniority in the department who is at the same or lower pay band, provided that the retained employee has the necessary minimum qualifications for the position. The retained employee shall have his or her salary set at the highest step in the applicable pay band that does not result in a pay increase.
- d. Recall: In the recall of employees, the last person laid off in the job classification will be recalled first, provided that said employee maintains all required licensing/certifications necessary to perform the job. Employees laid off will be eligible for recall for a period of one (1) year from the date of lay off. Employees shall notify the Employer, in writing, of their current address. An offer of recall shall be in writing and sent by certified mail to the last known address of the employee. A copy of the offer of recall shall be provided to the Union. The employee shall have been deemed to have received notice within five (5) calendar days after the County mailed said notice. An employee so notified must indicate, in writing, his or her acceptance of said recall within five (5) calendar days of receipt of notice. Employees recalled will be reinstated the first of a pay period.

Employees on lay-off status who have been recalled to the classification from which they have been laid off and have refused to accept the position shall be removed from recall status.

- e. Benefits shall not accrue during the layoff. An employee recalled within twelve (12) months after layoff will have his previously accrued bargaining unit seniority, classification seniority, continuous service date, and grandfathered sick leave prior to layoff restored. The above dates will be adjusted for the period of time the employee was in layoff status. Recalled employees shall not be required to serve an additional probation period.

## **ARTICLE 11 - JOB POSTING AND SELECTION**

11.1 Job Posting: The Clerk or designee shall be the sole determiner as to the need or necessity to fill any vacancy or new position.

- a. If management determines the need to fill a vacancy or new position, said opening shall be posted by the Human Resources Department for seven (7) calendar days, with copies to be electronically posted on the County website and physically posted on the central employee notice bulletin board in the Courthouse. A copy of the announcement will also be mailed or e-mailed to the Union and employees on layoff status. Additionally, the Union steward shall be e-mailed the posting and is entitled to post a copy of the announcement on each of the Union bulletin boards.
- b. All employees covered by this Agreement are eligible to apply for any posted position. Applications must be completed and submitted in the County’s online recruitment system on or before the closing date.

- c. The Clerk or designee shall have the right to make a selection of the applicant for the available position. Applicants must meet the minimum qualifications set forth in the classification description, all established legal requirement for incumbency to the vacant position, and possess sufficient knowledge, skills, abilities and experience to satisfactorily perform the duties of the position. If, in the Clerk's or designee's judgment, the ability and qualifications of a bargaining unit employee and another applicant are equal, the bargaining unit employee shall be selected. If, in the Clerk's or designee's judgment, the ability and qualifications of two (2) or more Clerk's Office employees are equal, the senior employee shall be selected.
  - d. If a vacancy occurs in a position within the same job classification and minimum requirements of a prior job announcement, the Clerk or designee may select a candidate from the applicant pool from the previous recruitment provided the previous recruitment include language allowing future vacancies to be filled within ninety (90) days of the closing date of the previous job announcement.
- 11.2 Promotions: Insofar as practicable, first consideration shall be given to employees within the department when promotional vacancies occur. Second consideration will be given to applicants from other departments. In the event the vacancy cannot be filled by qualified applicants currently employed either within the department or the County, selection may be made from applicants from the general public.
- a. During the six (6) month performance probation period , employees will be permitted to return to their former classification and increment if they cannot perform satisfactorily in the new classification, or by mutual agreement by the employee and the Clerk, provided there is a position available. If there is no position available, said employee shall be placed on recall status in accordance with the provisions of the layoff article.
  - b. In the future, an employee, regular or probationary, who is promoted to a position in a class with a higher pay range, shall have the salary established at a step that provides a minimum of five percent (5%) per pay grade increase with a maximum of 15% or Step 1 of the new pay grade if the new salary is more than a 15% increase

## ARTICLE 12 - PAID TIME OFF (PTO)

- 12.1 PTO leave is earned by employees of Yakima County as described below for each month of completed service. Regular part-time employees earn PTO leave on a pro-rated basis according to the number of hours worked. PTO leave accruals shown on the chart below are split on a semi-monthly basis. PTO leave is not available to the employee until after having served thirty (30) consecutive days of employment.

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

- 12.2 Newly hired employees earn PTO leave on a prorated semi-monthly basis based on their date of hire.
- 12.3 Terminating employees earn PTO leave on a semi-monthly prorated basis based on their date of termination.
- 12.4 Maximum: PTO leave may be accumulated to a maximum of the equivalent of forty (40) working days (320 hours), after which time, if not taken, shall lapse pay period by pay period. Part-time employees accrue PTO leave on a pro-rated basis.
- 12.5 Accrual: PTO shall be accumulated and credited in the following manner:

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

- 12.6 Employees on an unpaid leave of absence and whose leave is covered under FMLA or Workers Compensation will continue to accrue PTO leave and neither their Continuous Service Date (accrual dates) nor PTO accruals will be adjusted. Employees on an unpaid leave of absence and not on a leave covered by FMLA or Workers Compensation will not accrue PTO leave and their accrual dates will be adjusted if the employee is in leave without pay status and the leave without pay status exceeds fifty percent (50%) of their regularly scheduled hours for the pay period.
- 12.7 Computation of Payment: PTO leave shall be charged at a rate equal to the time absent from the normally assigned shift.
  - a. All accumulated PTO leave is paid when an employee leaves employment of Yakima County in good standing for any reason, provided the employee has served six (6) consecutive months of employment and adequate notice has been given. Adequate notice for employees resigning from County employment is defined as written notice submitted at least fourteen (14) calendar days prior to termination of employment. In case of death, accumulated leave is paid to the estate of the employee. Payment of the accumulated PTO leave is paid by multiplying the employee’s base hourly rate, at the time of termination, times the total number of accumulated PTO leave hours.
- 12.8 Use:
  - a. PTO leave must be requested in advance and is subject to the approval of the Clerk or designee.

- b. PTO leave must be taken at such time as the employee can best be spared, but employees will be allowed to take leave, if at all possible, when desired. Therefore, it will be necessary to schedule planned absences as far in advance as possible and notify the Employer of unplanned absences as early as possible in order to receive approval by the Clerk or designee.
  - 1) With the approval of the Clerk or designee, an employee may take all or any portion of the PTO leave at any time, provided that the total continuous working days of PTO leave taken shall not exceed forty (40) days. Employees are not permitted to use PTO leave in excess of their accrued balance. Leave may not be taken before it is accrued.
  - 2) PTO leave may be used for any purpose/ If possible, an employee requesting PTO must make a written request in advance. The supervisor shall consider the request and shall approve or deny it within five (5) work days, except when there is an emergency or absence of employee due to sick leave or similar circumstances. Employees must comply with the leave request/reporting requirements for leave used in conjunction with state and federal leave laws. A medical release may be required before the employee is permitted to return to work if the employee has been absent more than three (3) consecutive days due to the employee's injury or illness. All medical releases will be presented to the Human Resources Department.
  - 3) PTO leave use will be approved when conditions of the Federal Family and Medical Leave Act, Washington Family Leave Act, and/or Washington Family Care Act are met.

12.9 PTO Leave Sharing Program for Catastrophic Illness: A leave contribution program is established to permit employees to transfer a specified amount of PTO leave to another employee of Yakima County.

The recipient employee must:

- a. Have an extraordinary or serious illness or injury, or
- b. Have a parent, spouse, registered domestic partner, or child who has an extraordinary or serious illness or injury which requires the employee's attendance or direct care; and
- c. Have depleted or shortly will deplete all leave reserves (PTO leave, sick leave, or compensatory time); and
- d. Have diligently attempted to accrue PTO leave; and
- e. Not be eligible for industrial insurance benefits; and

- f. Notify the Employer if the employee is receiving short term or long term disability benefits and sign a waiver that allows the Employer to disclose such information to potential donor employees.

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

The donating employee may not request a transferred amount that would result in his or her leave balance falling below ten (10) days. This provision shall be administered by the Human Resources Department.

This Catastrophic Leave Sharing Program shall be administered by the Human Resources Department.

### **ARTICLE 13 – GRANDFATHERED SICK LEAVE/EXTENDED SICK LEAVE (ESL)**

- 13.1 Eligibility: Accumulated grandfathered sick leave is canceled automatically upon separation from employment, except retirement or death.
- 13.2 At no time may an employee have more than one hundred twenty (120) days (nine hundred sixty 960) hours) of grandfathered sick leave due. The employee may choose to use grandfathered sick leave from the bank for any reason specified under Article 13.4 below.
- 13.3 Computation of Payment: Grandfathered sick leave shall be charged at a rate equal to the time absent from the normally assigned shift.
  - a. Part day grandfathered 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 grandfathered sick leave shall be forfeited and will not be paid as separation pay, except in the case of death or retirement under the County’s PERS retirement system. Upon retirement, twenty-five percent (25%) of the employee’s accumulated grandfathered sick leave shall be paid to the employee. Upon death, twenty-five percent (25%) of the employee’s accumulated grandfathered sick leave shall be paid to his or her estate. Payment of accumulated grandfathered sick leave is calculated by multiplying the employee’s base hourly rate times twenty-five percent (25%) of the employee’s accumulated grandfathered sick leave hours. All payments of accumulated grandfathered sick leave are based on the employee’s April 1, 2017, base hourly rate.
- 13.4 Use: Grandfathered sick leave may be taken for any of the following reasons:
  - a. An employee’s illness, 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 employees or dependents under the age of eighteen (18).
- c. To care for an employee’s minor child with a “health condition that requires treatment or supervision” by the employee or an employee’s adult child who is “incapable of self-care” because of a “physical or mental disability” with a “health condition that requires treatment or supervision” by the employee.
- d. When the employee’s attendance is required to care for the employee’s spouse, state registered domestic partner, child, step-child, parent, parent-in-law, or grandparent with a health condition requiring treatment or supervision, or for medical emergency purposes.
- e. An employee may use accrued grandfathered sick leave if the employee’s attendance is required to care for a brother, sister, step brother, step sister, grandparent, grandchild, or step-grandchild with a serious health condition, which leave shall be limited to three (3) days in any one instance. Grandfathered 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-day limitation would apply.
- f. Grandfathered sick leave cannot be claimed for the employee on PTO leave or compensatory time, unless the employee immediately notifies the Employer of the illness. Upon return to work, the employee may be required by the Employer to present a written doctor’s certification stating the nature, extent, and length of the illness.
- g. Employees may use five (5) days of grandfathered sick leave for bereavement leave for death in the immediate family. “Immediate family” includes only persons related by blood or marriage or legal adoption, specifically and limited to wife, husband, registered domestic partner, parent, parent-in-law, grandparent, brother, sister, child, stepchild, grandchild, or step-grandchild of the employee; not aunt, uncle, cousin, niece, or nephew, unless living in the employee’s household. The use of grandfathered sick leave for bereavement leave shall be limited to a maximum of five (5) days of grandfathered sick leave for each occurrence.
- h. The Union and Employer agree to comply with the provisions of the Federal Family Medical Leave Act.

13.5 Reporting: Any employee who, for any reason, must take grandfathered sick leave shall, as soon as possible, notify the Clerk or designee. 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 for more than three (3) consecutive days.

13.6 Workers Compensation:

- a. An employee receiving Workers Compensation time loss payments due to an on-the-job injury may also use any accrued paid time off during the period covered provided the employee follows the use provisions of the time off plan.
- b. If an employee is injured on the job and the employee's medical provider releases the employee to work in a light duty position, and the Employer has a need for extra help in another work area or department and the employee can qualify to do the work in that area or department, then the employee may be allowed to work in that area or department for up to ninety (90) days with the agreement of both the Department Head the employee is working for and the Department Head where the employee may be working.

13.7 The Extended Sick Leave (ESL) Program shall be administered as follows:

- a. Extended Sick Leave (ESL) is earned by regular full-time employees of Yakima County at the rate of four (4) hours (3.75 hours for a 7.5 hour employee) for each month of completed service. Regular part-time employees earn ESL on a pro-rated basis according to the hours budgeted for the position. ESL accruals are split on a semi-monthly basis. ESL leave accrual does not occur in any month in which the employee is in leave without pay status for more than fifty percent (50%) of their regularly scheduled work hours.

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

Employees on an unpaid leave of absence and whose leave is covered under FMLA or Workers Compensation will continue to accrue ESL leave and their ESL accruals will not be adjusted. Employees on an unpaid leave of absence and not on a leave covered by FMLA or Workers Compensation will not accrue ESL leave if the employee is in leave without pay status and the leave without pay status exceeds fifty percent (50%) of their regularly scheduled hours for the pay period.

- b. An employee is eligible to use ESL when the employee has:
  - An extended illness or injury lasting more than ten (10) consecutive work days (cannot be used for intermittent absences);
  - A qualified family member with an extended illness or injury lasting more than ten (10) consecutive work days (cannot be used for intermittent absences);
  - Served thirty (30) consecutive days of employment; and
  - Used five (5) work days or forty (40) hours of PTO, SL, CT, or LWOP.
- c. Upon separation from employment with Yakima County, any unused ESL is

forfeited without payment.

- d. All re-employed persons whose continuous service has been interrupted by termination shall be considered new employees and shall be subject to the applicable qualifying period of employment. Exception: Employees rehired within the layoff period after a reduction in force will have their accumulated ESL and Sick Leave bank hours restored.
  - e. Accumulation of Leave. ESL is cumulative to a maximum of thirty (30) working days (240 hours), after which time no additional leave may be earned until the leave balance is reduced through use of leave hours. An employee cannot have more than 240 hours of ESL credit in the bank at any time. The maximum ESL balance shall be pro-rated for employees who regularly work fewer than forty (40) hours per week.
  - f. Computation of Payment. ESL shall be charged at a rate equal to the time absent from the normally assigned shift.
  - g. Use. ESL may be taken under the following conditions:
    - 1) With the approval of the Clerk or designee, an eligible employee may take all or any portion of the employee's available ESL. Employees are not permitted to use ESL in excess of their available balance.
    - 2) ESL may only be used for the employee's own illness or injury or for the following family members: spouse, registered domestic partner, child, parent, parent-in-law, or grandparent. The employee must comply with the leave request/reporting requirements for leave used in conjunction with state and federal family medical leave laws. If possible, an employee requesting ESL must make a written request in advance and/or request it in the County's timekeeping system. The supervisor shall consider the request and shall approve or deny it. A medical release may be required before the employee is permitted to return to work.
- 13.8 A doctor's certification of illness may be required of the employee, at the time the employee returns to work, when absent because of illness or injury of any person for a period of more than three (3) consecutive days
- 13.9 The Employer reserves the right to change provisions of this Article to assure compliance with the Federal and state leave laws.

## **ARTICLE 14 - OTHER LEAVES**

- 14.1 Leave of Absence Without Pay: Requests for leave of absence without pay may be granted by the Clerk or designee for a period not to exceed three (3) months.. The employee's written request will state the reason for the request and expected length of the absence. Approval, if granted, shall be provided to the employee in writing. Extended leaves of absence beyond

three (3) months may require approval from the Board of County Commissioners. The provisions of this section shall not override or interfere with the Employer's obligations and responsibilities under federal or state laws or regulations such as the ADA, FMLA, or WLAD.

14.2 An employee on authorized leave of absence without pay may elect to continue to participate in the County's medical and life insurance plan. Full cost of the coverage, to include both Employer and employee shares, shall be paid by the employee. Such payment shall be made in advance for each month or portion thereof for which the employee is absent.

14.3 Leave of Absence With Pay: Leave of absence with pay may be granted for the following reasons:

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

Regardless of status, any employee who voluntarily, or upon demand, leaves a position other than a temporary position to enter active duty in the armed forces of the United States, or the Washington National Guard, shall be placed on military leave without pay and shall be entitled to be restored to their former position, or one of like bargaining unit seniority, classification seniority, status, and pay, provided he/she applies for re-employment in accordance with the provision of USERRA, and present proof of honorable discharge or separation.

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

c. **Special Meetings and Training:** Whenever it is deemed in the best interest of the County, as determined by the Clerk or designee, an employee may be granted time off with pay to attend professional, technical institutes, conferences, or special educational training directly appropriate to the employee's position.

- 14.4 **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.

**ARTICLE 15 - HOLIDAYS**

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

<b>Date:</b>	<b>Name of Holiday:</b>
January 1	New Year’s Day
3rd Monday of January	Martin Luther King, Jr., Day
3rd Monday of February	Presidents’ Day
Last Monday in May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
1st Monday of September	Labor Day
November 11	Veterans’ Day
Thanksgiving	Thanksgiving Day
The Day after Thanksgiving	Day after Thanksgiving
December 25	Christmas Day

- 15.2 Whenever a paid holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever a paid holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

- 15.3 If an employee performs work on a holiday, he/she shall receive holiday pay plus either overtime pay or compensatory time, at the employee’s choice:

Holiday pay shall be included as “time worked” for the purpose of determining whether an employee has “worked” forty (40) hours a week.

- 15.4 Any employee on approved PTO when a holiday occurs will not be charged with PTO leave for that day. (This provision is not applicable to Article 15.3., above.)

- 15.5 Any employee who is on compensated sick leave when a holiday occurs will receive a day’s pay for that holiday and will not have sick leave charged.

- 15.6 An employee who is on leave of absence without pay (LWOP) immediately prior to or following a holiday shall not receive holiday pay.

- 15.7 If a holiday occurs on an employee’s scheduled day off, the employee shall be given an alternate day off at the employee’s discretion, upon supervisor’s approval.

15.8 A holiday shall not exceed an 8-hour work day. Holiday benefits are pro-rated for part-time employees.

## **ARTICLE 16 - HOURS OF WORK AND OVERTIME**

16.1 Regular Hours: Regular hours of work during a work day shall be consecutive, except for interruptions for the rest and meal periods. Reference to consecutive hours of work shall be construed to include rest and meal periods.

16.2 Definitions:

- a. Work Week – The work week shall normally consist of no more than forty (40) working hours in any given seven (7) day period. The regular work week shall consist of five (5) consecutive work days, Monday through Friday, inclusive; provided, however, that if it is determined by the Board of Commissioners and the Clerk or designee that a need exists for a change in the work schedule of certain employees within the Clerk’s Office, the regular work week may be established to consist of four (4) consecutive work days. There are employees in this bargaining unit who work seven and one-half (7.5) hour days rather than eight (8) hour days.
- b. Work Day – Any combination of consecutive hours of work in a twenty-four (24) hour day. The Board of County Commissioners and the Clerk or designee shall exercise their prerogatives in determining the number of hours to be worked in each work day. The Courthouse work day is normally 8:00 a.m. to 5:00 p.m., with a one (1) hour lunch for employees; however, regular hours may be varied in accordance with the different work requirements of certain departments. The options for consecutive hours of work for a full-time employee include: seven and one-half (7-1/2) consecutive hours of work, eight (8) consecutive hours of work, and/or ten (10) consecutive hours of work within the twenty-four (24) hour period.
- c. Work Schedule – A specified arrangement of work days at a specified work site or sites in a seven (7) day period.

16.3 Alternate Work Schedule: The Employer and employee by mutual agreement may institute an alternate work schedule for a defined period of time.

- a. When the Employer and employee agree to change work schedules from a normal work schedule to an alternate work schedule, then the change will commence at a mutually agreeable time.
- b. When the Employer or employee determines it is necessary to alter or change work schedules from an alternate work schedule back to a normal work schedule, then the party requesting the change will provide five (5) working days’ notice to the other party.

- c. The Employer will provide written notice to the Union of any change to or from an alternate work schedule.

16.4 Scheduling:

- a. The Employer has the right to determine an employee's work week and work day, and schedule the hours of work.

16.5 Meal and Rest Periods:

- a. Employees will be allowed a meal period of at least thirty (30) minutes, commencing no fewer than three (3) hours nor more than five (5) hours from the beginning of the employee's work day. Meal periods shall be on the Employer's time when the employee is required by the Employer to remain on duty or at a prescribed work site. Employees may be compensated for missed meal breaks subject to the follow sentence and in accordance with the Fair Labor Standards Act (FLSA) if the employee was denied taking any meal break during a work day. The missed meal break pay provision above is subject to the circumstances and the provision of alternative break time due to staffing shortfalls, unavailability of staff and/or office work/service requirements. The parties acknowledge and agree that there are instances when providing an uninterrupted meal break at a precise time is not possible because of the need to address services, such as members of the public being at the front counter(s), court proceedings not controlled by the Clerk's or designee's management, etc. In those instances, the meal break opportunity will be met and no compensation is due when an alternative time during that work day is provided by management. Employees may not forego meal to adjust the employee's standard work day unless mutually agreed to in writing (example, e-mails) by the employee and employer, in order to maintain the operational needs of the Clerk's Office.
- b. An employee who works three (3) or more hours beyond his or her normal work day will be allowed a thirty (30) minute meal period prior to or during this period.
- c. Employees shall be allowed a rest period of fifteen (15) minutes per four (4) hours of work time. Rest periods will be on the Employer's time and will be scheduled as near as possible to the mid-point of each half work day period. It is the employee's responsibility to schedule the rest period.
- d. Meal periods and rest breaks shall not be used to arrive late or leave early from work without prior approval of the Clerk or designee.

16.6 Work Day Cancellation: If the Employer cancels a work day or portion thereof due to extreme weather conditions, the safety of the employees, or other operational reasons, then the Employer makes the following provisions:

- a. If notice of cancellation is given to the employee(s) at any time during the previous day, then no compensation is due for said cancellation; or

- b. If notice of cancellation occurs during the first half of a regular work day, then said employee(s) shall be paid as if having worked one-half the regular workday; or
- c. If notice of cancellation occurs during the second half of a regular work day, then said employee(s) shall be paid as if having worked the entire regular work day.

16.7 Schedule Changes: The Employer can change scheduling as provided below:

- a. Any change in the regular work week will require no fewer than fifteen (15) days' prior notice to the affected employee; provided, however, in the case of an emergency, prior notice shall consist of however much time is practicably available to management.
- b. Short term schedule changes lasting six (6) months or less may be made with five (5) working days' notice to the affected employee, except if the five (5) working days' notice is mutually waived by the employee and management. Where the change is due to the absence of an employee because of resignation, termination, or use of leave, then as much notice as reasonably possible will be provided to the affected employee. Short term schedule changes will be made in writing to the affected employee.

16.8 Overtime: Employees shall be compensated for all prior authorized hours worked in excess of forty (40) hours in a work week at one and one-half times their regular straight time hourly rate of pay. For the purposes of overtime threshold, work performed shall also include PTO, sick leave, holiday leave, and compensatory time. Washington Paid Sick Leave (WPSL) is not included as time worked for the purpose of determining whether an employee has "worked" forty (40) hours in a week for overtime pay purposes. An employee who works overtime may be compensated either by pay or compensatory time off at the employee's option.

16.8.1 Mandatory and Voluntary Overtime:

- a. The Clerk or designee, upon determining the need for overtime, will:
  - Post an overtime needs schedule. The intent is to have employees voluntarily submit their interest in working overtime.
  - Make the necessary assignments for work coverage based on the list of voluntary responses to the overtime needs schedule; provided, however, the Clerk or designee may select the employee without regard to the order of the sign-ups when experience and skills are important to the performance of overtime work.
  - Post every need for overtime separately, as the need arises.
- b. Overtime Assignment Process:

- The final assignment of staff selected to cover the overtime needs will be in order of seniority, except when the Clerk or designee determines experience and skills are important to the performance of overtime work.
  - The most senior employee who volunteers to work based on the overtime needs schedule shall be picked first and proceed through the list, ending with the least senior employee.
  - Notification will be carried out by e-mail, phone call, inter-office memo, or personal (face-to-face) assignment.
- c. The Clerk or designee will have a continuous mandatory overtime list, as follows:
- Management shall endeavor to provide reasonable notice of mandatory overtime subject to the circumstances causing the need for mandatory overtime. Reasonable notice is dependent on the nature of the needs. In the case of urgent needs, the notice will necessarily be shorter than in the case of the planned need for mandatory overtime, to timely complete tasks as determined by the Clerk or designee.
  - Notification will be carried out by e-mail, phone call, inter-office memo, or personal (face-to-face) assignment.
- d. Limits on mandatory overtime are as follows:
- Employees on PTO shall not be subject to mandatory overtime.
  - Except in emergency situations, employees shall not be on duty longer than eleven (11) continuous hours.
  - Employees with planned annual leave activities involving travel and prepaid expenses, such as airline tickets, shall not be subject to mandatory overtime.
- e. Procedure:
- Overtime Pay and Compensatory Time is applicable if an employee works in excess of forty (40) hours in the work week. E.g., a thirty-seven and one-half (37.5) hour employee will be paid at straight time pay until they have exceeded forty (40) hours in the work week.
  - Employees must submit written requests subject to prior written authorization from their supervisor or Clerk or designee allowing them to work in excess of their normal hours in a work week. This applies to

both Voluntary and Mandatory Overtime. Said written approval shall be attached to the employee's time sheet submitted to payroll.

16.9 Compensatory time off is subject to prior approval of the Clerk or designee based on work requirements. Compensatory time may be accrued to a maximum of sixty (60) hours. Any time accrued in excess of sixty (60) hours will be paid for at the applicable rate. Compensatory time balances will be paid out prior to a pay rate change of five percent (5%) or greater. This new provision regarding the triggering of compensatory time payoff begins with the January 1, 2023, implementation of the new pay plan, new pay plan structure, the 10.8% increase and the employee placements. The Employer retains the right to cash out any or all of the employee's compensatory time balances or require the employee to use available compensatory time off, based on financial and operational needs.

16.10 Out of Classification Work:

When an employee is assigned to work at a higher job classification for fourteen (14) or more consecutive calendar days, said employee will be paid as follows:

- a. When an employee is assigned to work in a job classification that is one (1) classification higher than his or her own for fourteen (14) or more consecutive calendar days, the employee shall be paid at a seven and one-half percent (7.5%) flat rate.
- b. When an employee is assigned to work in a job classification that is two (2) classifications higher than his or her own for fourteen (14) or more consecutive calendar days, the employee shall be paid at a fifteen percent (15.0%) flat rate.
- c. When an employee is assigned to work in a job classification that is three (3) classifications or higher than his or her own for fourteen (14) or more consecutive calendar days, the employee shall be paid at a maximum twenty percent (20.0%) flat rate cap.

16.11 No Pyramiding: Compensation shall not be paid more than once for the same hours under any provision of this Article and this Agreement.

16.12 Travel Time:

- a. Time spent traveling during normal work hours is considered compensable work time as determined by the Fair Labor Standards Act (FLSA).
- b. If an overnight stay is required, all time spent traveling is considered hours worked and will be compensated.
- c. Time spent traveling will be compensated at the regular hourly rate, unless said travel time causes the employee to exceed forty (40) hours total compensable time for the week. Travel time performed in excess of forty (40) hours per week will be compensated at the rate of one and one-half times the normal rate of pay.

- d. Mileage reimbursement: Employees who use a personal vehicle for County business or work related activities in accordance with County policy shall receive reimbursement for their mileage. Mileage reimbursement shall be set at the current Internal Revenue Service (IRS) rate. Maximum use shall be made by the County of County-owned vehicles in order to avoid use of the employee's vehicle whenever practical.

## **ARTICLE 17 - DISCIPLINE/WORK RULES**

- 17.1 The Clerk or designee may reprimand, suspend without pay, demote, or discharge/terminate an employee for the following causes, but not limited thereto:
- a. Consuming intoxicants or illegal drugs, excluding drugs taken by prescription while on duty.
  - b. Reporting for duty with the presence of alcohol and/or controlled substances in the employee's bodily systems (blood, breath, and/or urine).
  - c. Disobedience to a legal request by the employee's supervisor.
  - d. Incompetence: Inability to comply with or support the goals of the Employer, including the amount and quality of work.
  - e. Deliberate destruction of Employer's or another employee's property.
  - f. Neglect of duty.
  - g. Unexcused discourtesy to the public, the Employer, and/or fellow employees.
  - h. Refusal to comply with or violation of Yakima County's Non-Discrimination and Anti-Harassment Policy to include, but not limited to:
    - i. Discrimination
    - ii. Workplace Harassment
    - iii. Bullying
  - i. Refusal to comply with departmental rules, provided that such rules shall be posted in each of the Clerk's Office where they may be read by all employees; and, further, that no changes in present rules or no additional rules shall be made that are inconsistent with this Agreement or Yakima County policies.
  - j. Disorderly conduct.
  - k. Sleeping on duty.
  - l. Giving or taking of a bribe of any nature.

- m. Failure to report for duty without a bona fide reason.
- n. Misuse of PTO, Sick Leave, or ESL, or excessive absenteeism without advance notice to, or approval by, the Employer and/or supervisor.
- o. Borrowing or taking tools, equipment, or other property of the Employer for private or personal use.
- p. Unauthorized altering, falsification, or destruction of any records or documents.
- q. Violation of No-Strike clause.
- r. Dishonesty.
- s. Provisions in Article 31.

17.2 The disciplinary actions which the Clerk or designee may take against an employee include:

- a. Oral counseling;
- b. Oral reprimand;
- c. Written reprimand;
- d. Suspension from work without pay;
- e. Demotion (NOTE: Demotion means reduction in classification and pay);
- f. Discharge/termination of employment.

The disciplinary action taken is dependent upon the seriousness of the affected employee's misconduct and/or violation(s). However, the Employer shall be expected to issue the discipline within a reasonable period of time. Reasonable period of time shall be determined by the Employer based on the nature and complexity of the investigation and the severity of violation(s) and/or misconduct(s). The Clerk or designee may, but is not required to, utilize progressive discipline where the circumstances warrant imposition of a more severe form of discipline, as set forth above. The order listed above is not necessary to be followed if the misconduct and/or violation(s) are serious as determined by the Clerk or designee, regardless of whether the subject employee has prior disciplinary actions in his or her personnel files.

17.3 The Clerk or designee may suspend without pay, demote, or discharge/terminate an employee for just cause in accordance with Article 18, Disciplinary Procedures. An employee may not be suspended without pay for more than thirty (30) working days.

17.4 The time limitations relating to notification of disciplinary action are only for employee notification purposes and shall not affect the validity of disciplinary action taken by the Clerk or designee. In other words, if the County is unable to provide notification in strict adherence to the notification times expressed in the sections hereinabove, said inability shall not affect the validity or effectiveness of any type of disciplinary action against an employee.

- 17.5 The Employer may prepare, issue, and enforce additional rules and safety regulations not specifically outlined above that are necessary for safe, orderly, and efficient operation.
- 17.6 When existing work rules are changed or new rules are established, they shall be sent to the Union and posted prominently electronically (via e-mail to the employees). The shop steward may also post them on the Union bulletin boards. Changes in work rules or new rules must be posted for a minimum period of seven (7) calendar days before becoming effective, except for work rules of an emergency nature.
- 17.7 Employees shall comply with all existing rules that are not in conflict with the express terms of this Agreement and/or County Policies and Procedures, provided that the rules are uniformly enforced and provided that reasonable notice has been given of the existence of the rule.

Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules, shall be resolved through the grievance procedure.

- 17.8 Administrative Leave With Pay: At the discretion of the Clerk or designee, an employee may be placed on administrative leave with pay and benefits pending investigation of allegations of misconduct(s) and/or violation(s), when the nature of the allegations compromise the ability of the employee to perform his or her duties, as determined by the Clerk or designee. Such administrative leave with pay is not a disciplinary action and may not be appealed through the grievance process. If the misconduct and/or violation(s) are substantiated, disciplinary action will be taken in accordance with the nature of the offense(s). If the misconduct(s) and/or violation(s) are unfounded, the employee will be restored to duty with a letter of exoneration. A copy of the letter of exoneration will be sent to the Union. While on administrative leave with pay, the employee must remain available for contact during regular work hours, if needed. The employee must provide current contact information and inform the Clerk or designee of any changes to his or her contact information as soon as possible.
- 17.9 An employee may request that a written reprimand be removed from his or her official personnel file after three (3) years, subject to the following provisions. Such request shall be in writing to the Clerk or designee and Human Resources Director. In the event that the employee has received no further disciplinary action during the three-year period, then the letter of reprimand shall be removed from the personnel file and shall not be used for future discipline. However, said reprimand shall be maintained in a separate file to comply with public records' retention laws and court decisions. In the event that the employee has received further disciplinary action during the three-year period, then the request shall be denied. An employee may rebut any written reprimand, and such rebuttal shall be attached to the original written reprimand unaltered. Suspensions without pay, demotions, and discharge/termination records are considered permanent records and shall not be removed from the employee's personnel file.
- 17.10 Based on reasonable suspicion, the Employer has the right to test for the presence of alcohol and/or controlled substances by testing blood, breath, hair sample, and/or urine.

17.11 It is reasonable for management to enter the work area of any employee and to have discussions with such employee about work. Management and Union Steward / Representative, in the employee's absence, can pack and move the employee's personal items after providing reasonable notice to the employee. The availability of the Union Steward/Representative shall not delay management's access to and search of the work area. Reasonable notice is completely dependent on the nature of the circumstances for entering the work area, as determined by management.

Employees shall have no expectation of privacy while employed with the Clerk's Office and while at work regarding the contents of county-issued desks, storage areas, computers, tablets, servers, cell phones, e-mail systems, intranet, etc. Under reasonable suspicion and consistent with the provisions of paragraph 1), below, there is no expectation of privacy as to personal items brought into and kept at the workplace.

The Employer reserves the right to move copiers, printers, scanners, etc., to relocate office items such as computers, hard drives, office equipment, desks, drawers, etc., as well as to move staff work stations and drawers. Personal items at the workplace are subject to the same Employer authority as mentioned above.

If the Employer reasonably suspects an employee of possession of and/or using inappropriate, unprofessional, and/or illegal information, documentation, substances, etc., at the employee's work station, then the employer will follow the procedures below:

- 1) The Employer will notify the Human Resources Department and/or Sheriff's Office and have them conduct an unannounced search for suspected information, documentation, substances, etc., at the employee's work station. If the employee is on duty at their work station, then the search will be conducted in the presence of the employee. If the employee requests that a Union representative or shop steward be present, such request must be made immediately, and fulfillment of the request must not hinder the search. The Employer has the right to maintain surveillance of the work station while awaiting fulfillment of the request. Fulfillment should not take more than one (1) hour.
  - a. If the employee is absent, a shop steward or Union representative shall be present during the search; provided, however, the presence of the shop steward or Union representative shall not unreasonably delay the search.
- 2) If the Human Resources Department and/or the Sheriff's Office personnel discover inappropriate, unprofessional, and/or illegal information, documentation, substances, etc., at the employee's work station, a written report will be provided to the Employer, the employee, and the Union. The Employer will initiate the disciplinary process, including compliance with the employee's Weingarten rights and Loudermill rights, where applicable.

## ARTICLE 18 - DISCIPLINARY PROCEDURES

- 18.1 Any supervisor may verbally reprimand an employee. The supervisor may make a notation in the supervisor's notebook regarding the verbal reprimand. A supervisor may issue a written reprimand, subject to approval by the Clerk or designee. Suspensions without pay, demotions, and discharges may be issued only by the Clerk or designee. Copies of written reprimands, suspensions without pay, demotions, or discharge/termination notices shall be sent to the Union at the time said notices are given to the employee.
- a. Any discussion regarding disciplinary action between a supervisor and employee shall be done during the employee's normal work hours, unless the exigency of the circumstances dictates otherwise.
  - b. Oral reprimands and written reprimands shall not require a pre-disciplinary action meeting/hearing (Loudermill), pursuant to the provisions of Section 18.2, below.
  - c. Written reprimands, suspensions without pay, demotions, and discharge/terminations are documented in writing and placed in the employee's personnel file in the Human Resources Department. Disciplinary records maintained in the Clerk's Office are considered to be working documents. Although records from the Clerk's Office may be utilized for disciplinary purposes and for proceedings relating to such disciplines, the Human Resources Department records shall be considered the official records for grievance and arbitration purposes.
- 18.2 Loudermill Meeting/Hearing: If a disciplinary action could result in suspension without pay, demotion, or discharge/termination, the Employer shall notify the employee and the Union, in writing, of the factual allegations of misconduct(s) and/or violation(s) at least five (5) working days prior to the Loudermill meeting. The notice shall include the date, time, and location of the Loudermill meeting/hearing. The purpose of the Loudermill meeting/hearing is to provide the employee the opportunity to explain his or her perspective of the factual allegations to the Clerk or designee prior to disciplinary action being implemented. The employee has the right to have a Union representative present at the Loudermill meeting/hearing. If the employee and/or Union fail to attend the meeting/hearing and/or fail to respond to the allegations in writing, the Clerk or designee is free to implement the disciplinary action determined to be appropriate.
- a. In the event discharge/termination of an employee becomes imminent and the Clerk or designee determines an alternative to said discharge/termination is the employee's resignation, the employee will be provided a reasonable opportunity to confer with the Union representative 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, Grievance Procedure.

18.4 The provisions of Article 17, Discipline/Work Rules, and Article 18, Disciplinary Procedures, do not apply to probationary employees, who may be discharged without just 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 specific provision of this Agreement.

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. If a grievance deadline falls on a weekend (Saturday or Sunday) or on a legal holiday, the day following the weekend or legal holiday shall be the grievance deadline. Filing a grievance or response can be done via e-mail, fax, or regular mail, as long as receipt is before the deadline.

19.3 Employee Grievance: An employee may file a grievance with or without representation. Only the Union may represent an employee under this grievance procedure. If the employee/Union 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 the employee/Union must file a grievance within fourteen (14) 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 Union or Employer Grievance: The Union or Employer may initiate the grievance procedure at Step 1 and will take up the grievance with the other party within fourteen (14) calendar days for disciplinary matters, or thirty (30) calendar days for non-disciplinary matters, after the occurrence of the event which gave rise to the grievance; or fourteen (14)/thirty (30) calendar days from the date such grievance reasonably should have become known to the moving party.

19.5 The formal grievance procedure shall be as follows:

Step 1: If it is an employee or Union grievance in accordance with Sections 19.3 or 19.4, above, the grievance, in written form, shall be timely presented to the Clerk or designee and Human Resources Department Director. Thereafter, the Clerk or designee, in consultation with the Human Resources Department Director, shall respond in writing to the employee or Union within fourteen (14) calendar days after receipt of the grievance. If it is an Employer grievance, the grievance in written form, in accordance with Section 19.4, above, shall be timely presented to the General Teamsters Local No. 760. Thereafter, the Secretary/Treasurer or designee shall respond, in writing, to the Employer within fourteen (14) calendar days after receipt of the grievance.

Step 2: If the employee/Union's grievance has not been settled at Step 1, the written grievance and the Clerk's or designee's written response shall be submitted to the

Board of County Commissioners within fourteen (14) calendar days of receipt of the response, except that a grievance cannot be appealed to the BOCC unless it is a subject matter where the outcome of the grievance has an impact on the budget. If the matter does not have an impact on the budget, then the Clerk or designee and Union may agree to proceed with Step 3, Final and Binding Arbitration. If the outcome of the grievance has an impact on the budget, then the BOCC may conduct a grievance meeting within fourteen (14) calendar days of receipt of the grievance or refer the grievance to Step 3, below. If the BOCC chooses to hold a grievance meeting, then the BOCC shall respond to the Union representative within fourteen (14) calendar days of this grievance meeting.

If the Employer's grievance has not been settled at Step 1, the BOCC may advance the grievance to Step 3 within fourteen (14) calendar days of receipt of the Teamsters Secretary/Treasurer's response.

Step 3:

- a. Final and Binding Arbitration: Only the Union or the BOCC may timely refer unsettled grievances to final and binding arbitration.
- b. Notice - Time Limitation: The referring party shall notify the other party, in writing, of submission to arbitration within fourteen (14) calendar days after receipt of the Step 1 or Step 2 response, whichever is applicable. Failure to timely notify the other party, in writing, of submission to arbitration will render the grievance being forever waived and null and void, unless the time frame has been extended, in writing, by mutual agreement of the parties.
- 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 the Union representative or the Clerk or designee or the BOCC representative may demand a list of eleven (11) qualified persons who are willing to abide by time limitations from the Public Employment Relations Commission (PERC). The parties shall flip a coin to determine who will strike the first name, following which the parties 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 within a reasonable amount of time from the date of selection. The arbitrator shall render a decision within a reasonable amount of time from the date of conclusion of the hearing or receipt of parties' post arbitration briefs, based on the complexity of the case.
- 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 specific 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 the questions or issues raised in the written grievance and responses. In conducting arbitration, the arbitrator shall maintain a verbatim record of the testimony, either by tape recording or a court reporter. If one of the parties requests a 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. Decisions regarding changes in past practices (Article 3.3 - Management Rights) shall be advisory only and not binding on the parties.
- f. Arbitration Award - Damages – Expenses
- i. The arbitrator shall not have the authority to award any punitive damages.
  - ii. Each party hereto shall bear equally the expenses of the arbitrator. Each party shall pay the fees and expenses of their own attorneys, representatives, witnesses, and other costs associated with the presentation of their case, regardless of whether the award addresses back pay, back benefits, future pay, future benefits, or any other wage or economic issues.

## **ARTICLE 20 - SALARIES**

20.1 The Pay Plans for 2023 and 2024 are set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. In addition, the employee-by-employee placement into the new pay plan is included in Exhibit A. This placement is final and binding on the parties and the employees.

20.2 The Pay Plan Structure for 2023 and 2024 is set forth in Exhibit "B," which is attached hereto and incorporated herein by reference.

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

- 20.3 The task force of bargaining unit representatives and management previously established regarding Benefits and Salary will be continued to engage in informational only discussions about the outcome of the market survey conducted by the Human Resources Department, as addressed in Exhibit “A.” These informational discussions are not to be interpreted nor construed to mean that the Employer is agreeing to negotiate about the market survey, comparables, and the survey’s provisions and procedures. Each CBA already states that the market survey is for only informational purposes, and there is no obligation on the part of the Employer to negotiate about and implement the results of any survey.
- 20.3.1 The frequency of in-depth future surveys will be conducted approximately each four (4) years from the last market survey by the Human Resources Department using six (6) comparable counties of: Benton, Spokane, Kitsap, Thurston, Whatcom, and Grant. The future methodology for analysis will remain the same as outlined in Exhibit “C”.
- 20.3.2 The Human Resources Department will determine the frequency of meetings with the committee task force members. Notice of meetings will be provided in advance of meetings.
- 20.4 For future wage studies, the Elected Officials, Department Heads, Union Bargaining Representatives and bargaining unit representatives, as well as the members of the Executive Committee, will serve on a task force similar to the Task Force on Benefits and Salary Committee. This task force will engage in informational discussions which will not to be interpreted nor construed to mean that the Employer agreed to negotiate about the methodologies used to conduct the comprehensive study. Rather, the task force will engage in informational discussions about the analysis and outcomes of the study. The parties understand and agree that the ability to pay continues as an important factor with regards to addressing the new pay plans and future modifications to the pay as well as future general increases. The parties recognize that the Board of County Commissioners, based on their authority over the budgets, have the final decision-making authority relating to the future of pay plans and general increases beyond the term of this agreement (2023 and 2024).
- 20.5 Bilingual Premium: The Elected Official/Department Head 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 sole discretion of the Elected Official/ Department Head up to a maximum of three (3) per department or as approved by the Board of County Commissioners. Any Bilingual appointee shall receive a premium of one percent (1%) of their hourly base wage. Exhibit “D” outlines the Bilingual Premium Process Steps. 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 eligibility for bilingual premium.

## **ARTICLE 21 - PAY ARRANGEMENTS**

- 21.1 Pay Period: Employees shall be paid on a semi-monthly (twice per month) basis.

- a. The first pay period will be the 1<sup>st</sup> through the 15<sup>th</sup> of the month.
  - b. The second pay period will be the 16<sup>th</sup> through the last day of the month.
  - c. Pay for work performed during the first pay period will be issued on the 25<sup>th</sup> of the month provided the employee and/or supervisor has submitted the time in the County's timekeeping system in accordance with the Auditor's Office published schedule. Hours not submitted timely will be paid in the next pay cycle.
  - d. Pay for work performed during the second pay period will be issued on the 10<sup>th</sup> of the month following the pay period end provided the employee and/or supervisor has submitted the time in the County's timekeeping system in accordance with the Auditor's Office published schedule. Hours not submitted timely will be paid in the next pay cycle.
  - e. There shall be no deductions other than required by law or authorized by this Agreement or authorized in writing by the employee. Required and authorized deductions will be applied to each paycheck.
  - f. All employees are required to provide information for mandatory direct deposit of all employee paychecks.
- 21.2 Employees shall be paid in conformity with the County's payroll system. There shall be no deductions other than those required by law or authorized by this Agreement, or authorized in writing by the employee.
- 21.3 Each employee shall receive an itemized statement of earnings and deductions specifying his or her wage rate, hours paid, and other compensation payable to him/her, as well as any and all deductions from his or her gross wages for the pay period.
- 21.4 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 22 - MEDICAL BENEFITS**

- 22.1 Effective January 1, 2023, the Employer contribution for employee and dependent medical, vision, dental, and life insurance coverage shall be up to a maximum of One Thousand Dollars (\$1,000.00) per month.
- 22.2 Effective January 1, 2024, the Employer contribution for employee and dependent medical, vision, dental, and life insurance coverage shall be up to a maximum of Eleven Hundred Dollars (\$ 1,100.00) per month.
- A. For employees who are enrolled in the Premera Blue Cross (High Deductible) Plans, the Employer Contribution to the Health Savings Account (HSA) for the Employee Only

Tier shall be the difference between the premium for Employee Only coverage and the Employer maximum contribution.

- B. For employees who are enrolled in any Premera Blue Cross Plan other than the Premera Blue Cross (High Deductible) Plans with Employee Only coverage, the Employer shall contribute the difference between the premium for the Employee Only Tier and the Employer maximum contribution to an HRA VEBA account for the employee.
  - C. For employees enrolled in all other Premera Blue Cross plans or tiers, the employee will pay the difference between the premium and the employer's maximum contribution.
  - D. Employees can waive medical coverage; however, contributions must still be made for the mandatory Premera Blue Cross Dental, Basic Life Insurance and Basic Long Term Disability (LTD). The employer shall contribute only the premium amount for the mandatory Premera Blue Cross Dental, Basic Life Insurance and Basic LTD for employees that waive medical coverage through Premera Blue Cross.
- 22.3 The Employer shall determine which insurance programs and benefits may be continued or implemented from time to time. If there are changes in the insurance programs, the Employer will notify the Union of said changes. Said notification shall not interfere or hinder the right of the Employer to change the benefit structure, benefit level, and/or premium level.
- 22.4 If the insurance company or companies providing the above-referenced benefits notifies the Employer of changes in the premium structure and/or benefit levels, then and in that event the Union and employees shall comply with said changes if requested to do so by the Employer.
- 22.5 Any disputes, disagreements, and/or claims regarding insurance coverage and/or policies between an employee and an insurance carrier and/or administrator are not grievable by the Union and/or the employee.
- 22.6 Effective for 2024, the medical benefits package is subject to the provisions and actions of the Yakima County Employee Benefit Committee and subject to the final decisions of the Board of County Commissioners.

### **ARTICLE 23 – RETIREMENT - INDUSTRIAL ACCIDENT INSURANCE**

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

## **ARTICLE 24 - GENERAL PROVISIONS**

- 24.1 No employee shall be unlawfully discriminated against for upholding Union principles and activities, provided such activities do not interfere with the employee's duties.
- 24.2 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 unhealthful working condition to management. Management shall investigate the report.
- 24.3 Gender – Where masculine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification, or benefits provided in this Agreement.
- 24.4 The Union recognizes the right of the Employer to establish reasonable employer rules as he/she may deem necessary, provided that such rules are lawful. Employees shall be made aware of such rules established by the Employer.
- 24.5 When any classification not listed on the County’s Class Code Structure is established, the Employer shall designate a job classification and pay rate for the classification based upon the County Classification System (Decision Band Methodology). Notice of establishment of the new classification shall be provided to the Union. In the event the Union does not agree with the classification pay band, the Union shall notify the Employer, in writing, within fourteen (14) calendar days of receipt of the notice. The Union may present an appeal to the Personnel Committee. The Personnel Committee shall review the appeal and make a written recommendation regarding the appeal to the Board of County Commissioners, with a copy to the Union. The decision of the Board of County Commissioners shall be final and binding.

## **ARTICLE 25 - PERSONNEL FILES**

- 25.1 Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including personal photographs, shall be confidential, and shall restrict the use of information in the files to internal use by the Yakima County Human Resources Department and the Clerk's Office, except where this is contrary to state and federal laws. It is further agreed that the information in employee personnel files shall not be released to outside groups without proper Court order or as otherwise required by law.
- 25.2 An employee shall be notified and receive a copy of material placed in his or her personnel file relating to job performance or personal character. Employees have the right to attach rebuttals to any and all evaluative and disciplinary material in their personnel file.
- 25.3 Upon appropriate request, an employee may inspect his personnel file, subject to the following provisions:

- a. Inspection shall occur during the employee's non-working hours, including meal and break periods, or at a time and in a manner mutually acceptable to the employee and the Human Resources Department Director.
- b. 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 Union representative present during such inspection.
- c. Copies of materials in the employee's personnel file shall be provided to the employee upon written request. The employee may be charged for copies in accordance with County policy.

### **ARTICLE 26 - EQUAL EMPLOYMENT OPPORTUNITY**

- 26.1 There shall be no discrimination by the Employer or Union against any employee or applicant for employment on account of membership or non-membership in the Union, or because of age, color, national origin, race, religion or creed, sensory, mental or physical disability, use of a service animal, pregnancy and maternity, HIV/AIDS and Hepatitis C Status, genetic information, marital status, victims of domestic violence, sexual abuse, or stalking, political belief, sex, sexual orientation, gender identity, veteran or military status, or any other protected status under federal, state, or local law, unless based upon a bona fide occupational qualification. No employee will be required to make a contribution to a political party or to a candidate for political office.

### **ARTICLE 27 - SAVINGS CLAUSE**

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

### **ARTICLE 28 - NO STRIKE - NO LOCKOUT**

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

## **ARTICLE 29 - AMENDMENTS**

- 29.1 In the event either party desires to amend this Agreement, that party shall notify the other party, in writing, of the desire to so amend. The parties may mutually amend this agreement as provided in Article 6, Union/Management Relations. Neither party is required during the term of this Agreement to agree to a change in this Agreement.

## **ARTICLE 30 - ENTIRE AGREEMENT**

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

## **ARTICLE 31 - SUPERVISOR RESPONSIBILITIES AND EXPECTATIONS**

- 31.1 Supervisors shall carry out their supervisory responsibilities in an efficient, productive, and accountable manner. Supervisors' duties shall be carried out in a professional and positive manner, exhibiting support for the mission, goals, and directives of the Clerk's Office.
- 31.2 Supervisors shall help manage resources in a responsible and fiscally sound manner.
- 31.3 Supervisors are expected to consistently present Clerk's Office services in a positive manner to both the general public and staff. They are required to adhere to directives, policies, and procedures, verbal and written, with regard to services, including explaining those directives, policies, and procedures, verbal and written, to the public and staff. Supervisors will explain directives, policies, and procedures to the public and staff in a professional and positive manner, working collaboratively with the Clerk or designee, other managers, and staff members.
- 31.4 Supervisors will participate in confidential discussions with the Clerk or designee about budget and resources. Disclosure of such confidential information is prohibited.
- 31.5 The Union and Supervisors will follow the chain of command regarding work directives, policies, and procedures, as well as the provisions of the applicable CBA. The Clerk or designee shall have initial authority to make decisions of a managerial nature regarding the activities and responsibilities of the supervisors. Any communications with regard to labor and personnel issues will be delivered simultaneously to the Clerk or designee and the Human Resources Department Director.
- 31.6 Supervisors will address personnel issues involving staff in a pro-active, private, and constructive manner. Supervisors are expected to follow through with personnel actions inclusive of disciplinary action, performance appraisals, and other personnel actions regarding staff members consistent with the directives of the Clerk or designee.

- 31.7 Supervisors are expected to act professionally and present any potential questions and/or disagreements they might have regarding policies, procedures and the administration thereof directly to the Clerk or designee on a confidential basis; or in a Supervisors' only group meeting and/or venue designed for a purpose identified by the Clerk or designee on a confidential basis.
- 31.8 Supervisors will comply with their job descriptions and the provisions of this Article and the CBA.
- 31.9 Supervisors may be disciplined for misconduct(s) and/or violation(s) of this Article and other CBA provisions, in accordance with Articles 17 and 18.

### **ARTICLE 32 - TERM OF AGREEMENT**

- 32.1 This Agreement shall be effective as of the first (1<sup>st</sup>) day of January, 2023, and shall remain in full force and effect through the thirty-first (31<sup>st</sup>) day of December, 2024.
- 32.2 The parties shall start negotiations in the fall of 2024, for a successor 2025 and perhaps beyond CBA. Negotiations shall be conducted on mutually agreeable dates.
- 32.3 If the parties have not reached agreement, then either party may request a mediator from the Public Employment Relations Commission. The determination of the mediator shall be advisory only and not binding on either party.

In the event that negotiations for a new agreement extend beyond the 31<sup>st</sup> day of December, 2024, the terms of this Agreement related to wages, benefits, and working conditions shall remain in full force and effect during the negotiation and mediation process.

*[Signature page follows.]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**FOR THE EMPLOYER:**  
Board of Yakima County Commissioners

**FOR THE UNION:**  
Teamsters Local Union No. 760

\_\_\_\_\_  
LaDon Linde, Chair

\_\_\_\_\_  
Leonard Crouch, Secretary/Treasurer

\_\_\_\_\_  
Amanda McKinney, Commissioner

\_\_\_\_\_  
Kyle Curtis, Commissioner

\_\_\_\_\_  
Billie Maggard, County Clerk

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

Represented by:

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

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

**EXHIBIT “A”**  
**General Union Pay Plan 2023 – 2024**  
**Effective January 1, 2023**

Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
<b>B23</b>	8 hr YR	48,058	49,019	49,999	50,999	52,019	53,060	54,121	55,203	56,308	57,434	58,582	59,754	60,949
	8 hr MO	4,005	4,085	4,167	4,250	4,335	4,422	4,510	4,600	4,692	4,786	4,882	4,979	5,079
	HR	23.10	23.57	24.04	24.52	25.01	25.51	26.02	26.54	27.07	27.61	28.16	28.73	29.30
	7.5 hr MO	3,755	3,830	3,906	3,984	4,064	4,145	4,228	4,313	4,399	4,487	4,577	4,668	4,762
	7.5 hr YR	45,054	45,955	46,875	47,812	48,768	49,744	50,738	51,753	52,788	53,844	54,921	56,019	57,140
<b>B24/B31</b>	8 hr YR	53,256	54,321	55,407	56,515	57,646	58,799	59,975	61,174	62,398	63,646	64,919	66,217	67,541
	8 hr MO	4,438	4,527	4,617	4,710	4,804	4,900	4,998	5,098	5,200	5,304	5,410	5,518	5,628
	HR	25.60	26.12	26.64	27.17	27.71	28.27	28.83	29.41	30.00	30.60	31.21	31.84	32.47
	7.5 hr MO	4,161	4,244	4,329	4,415	4,504	4,594	4,686	4,779	4,875	4,972	5,072	5,173	5,277
	7.5 hr YR	49,927	50,926	51,944	52,983	54,043	55,124	56,226	57,351	58,498	59,668	60,861	62,078	63,320
<b>B25/B32</b>	8 hr YR	58,466	59,636	60,828	62,045	63,286	64,552	65,843	67,160	68,503	69,873	71,270	72,696	74,150
	8 hr MO	4,872	4,970	5,069	5,170	5,274	5,379	5,487	5,597	5,709	5,823	5,939	6,058	6,179
	HR	28.11	28.67	29.24	29.83	30.43	31.03	31.66	32.29	32.93	33.59	34.26	34.95	35.65
	7.5 hr MO	4,568	4,659	4,752	4,847	4,944	5,043	5,144	5,247	5,352	5,459	5,568	5,679	5,793
	7.5 hr YR	54,812	55,909	57,027	58,167	59,331	60,517	61,728	62,962	64,221	65,506	66,816	68,152	69,515

**EXHIBIT “A”**  
**General Union Pay Plan 2023 - 2024**  
**Effective January 1, 2024**

Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
B23	8 hr YR	49,019	49,999	50,999	52,019	53,060	54,121	55,203	56,308	57,434	58,582	59,754	60,949	62,168
	8 hr MO	4,085	4,167	4,250	4,335	4,422	4,510	4,600	4,692	4,786	4,882	4,979	5,079	5,181
	HR	23.57	24.04	24.52	25.01	25.51	26.02	26.54	27.07	27.61	28.16	28.73	29.30	29.89
	7.5 hr MO	3,830	3,906	3,984	4,064	4,145	4,228	4,313	4,399	4,487	4,577	4,668	4,762	4,857
	7.5 hr YR	45,955	46,875	47,812	48,768	49,744	50,738	51,753	52,788	53,844	54,921	56,019	57,140	58,283
B24/B31	8 hr YR	54,321	55,407	56,515	57,646	58,799	59,975	61,174	62,398	63,646	64,919	66,217	67,541	68,892
	8 hr MO	4,527	4,617	4,710	4,804	4,900	4,998	5,098	5,200	5,304	5,410	5,518	5,628	5,741
	HR	26.12	26.64	27.17	27.71	28.27	28.83	29.41	30.00	30.60	31.21	31.84	32.47	33.12
	7.5 hr MO	4,244	4,329	4,415	4,504	4,594	4,686	4,779	4,875	4,972	5,072	5,173	5,277	5,382
	7.5 hr YR	50,926	51,944	52,983	54,043	55,124	56,226	57,351	58,498	59,668	60,861	62,078	63,320	64,586
B25/B32	8 hr YR	59,636	60,828	62,045	63,286	64,552	65,843	67,160	68,503	69,873	71,270	72,696	74,150	75,633
	8 hr MO	4,970	5,069	5,170	5,274	5,379	5,487	5,597	5,709	5,823	5,939	6,058	6,179	6,303
	HR	28.67	29.24	29.83	30.43	31.03	31.66	32.29	32.93	33.59	34.26	34.95	35.65	36.36
	7.5 hr MO	4,659	4,752	4,847	4,944	5,043	5,144	5,247	5,352	5,459	5,568	5,679	5,793	5,909
	7.5 hr YR	55,909	57,027	58,167	59,331	60,517	61,728	62,962	64,221	65,506	66,816	68,152	69,515	70,906

**EMPLOYER BARGAINING UNIT EMPLOYEE-BY-EMPLOYEE PLACEMENT INTO THE NEW PAY PLAN**

Effective January 1, 2023

Subject to timely ratification by the Bargaining Unit and the Board of County Commissioners with all signatures obtained before February 28, 2023.

Department	Unions Active	Worker	Current Data					Proposed Data								
			Current Job Family	Current Job Title	Current Comp Grade	Comp Step - Current	Current Amount	Proposed Job Family	Proposed Title	Proposed DBM	Proposed Comp Step	Proposed Amount	Percent of Increase	Minimum Percent not Reached	Amount Difference	One-Time Payment Amount
Clerk	Clerk Teamsters (Supervisors)	Irene LaFollette (12497)	Administration - Programs	Sr. Program Representative	B24/B3 1-U33	10 - 27.48 USD	27.48	Administration - Programs	Program Representative II	B24/B31	10	30.60	11.35%			
Clerk	Clerk Teamsters (Supervisors)	Kerrie Regimbal (20024)	Administration - Programs	Sr. Program Representative	B24/B3 1-U33	01 - 23.33 USD	23.33	Administration - Programs	Program Representative II	B24/B31	02	26.12	11.96%			
Clerk	Clerk Teamsters (Supervisors)	Melissa Gomez (16830)	Administration - Programs	Program Representative	B23-U33	06 - 22.98 USD	22.98	Administration - Programs	Program Representative I	B23	06	25.51	11.01%			
Clerk	Clerk Teamsters (Supervisors)	Mischa Venables (19933)	Financial Services	Senior Accountant	C43-U33	03 - 31.32 USD	31.32	Financial Services	Accountant II	C43	03	34.78	11.05%			
Clerk	Clerk Teamsters (Supervisors)	Shelie Tribble (13738)	Administration - Programs	Program Representative	B23-U33	12 - 26.17 USD	26.17	Administration - Programs	Program Representative I	B23	13	29.30	11.96%			

This employee-by-employee placement into the new plan is final and binding on the parties and all employees

**EXHIBIT “B”**  
**YAKIMA COUNTY TEAMSTERS LOCAL 760**  
**CLERK’S OFFICE SUPERVISORY EMPLOYEES**  
**PAY PLAN STRUCTURE**  
**2023-2024 PAY PLAN STRUCTURE**

<p><b>2023 Pay Plan Design:</b></p>	<ol style="list-style-type: none"> <li>1. Thirteen (13) steps versus 14 steps to provide for a true midpoint: <ul style="list-style-type: none"> <li>• Step 7 will be the pay plan midpoint.</li> </ul> </li> <li>2. Using the overall average market percentage for all classifications, the pay plan reflects a minimum increase from the May 2022 pay plan. The market average gap is reflected below: <ul style="list-style-type: none"> <li>• Clerk Supervisory General Union Pay Plan – 10.8%</li> </ul> </li> <li>3. There is a 2% spread calculation between each step for the term of the agreement only.</li> </ol>
<p><b>2024 Pay Plan Design:</b></p>	<ol style="list-style-type: none"> <li>1. The pay plan will maintain the 13 Step structure with Step 7 representing the pay plan midpoint.</li> <li>2. Effective January 1, 2024, the pay plan will be increase by 2% at the pay plan midpoint (Step 7).</li> <li>3. The pay plan structure will maintain the 2% spread calculation between each step.</li> </ol>
<p><b>2023 Placement Methodology:</b></p>	<ol style="list-style-type: none"> <li>1. Effective date will be January 1, 2023, subject to the CBA being ratified and presented at Agenda for BOCC signature within a reasonable period of time. Within a reasonable period of time is meant to respect both parties working together to achieve as timely a settlement as possible. If the parties end up in protracted negotiations, then retroactivity may become an issue for the CBA based on the BOCC’s decision.</li> <li>2. General Placement: Employees will be placed into their respective new pay plans inclusive of employee placements, at the step that gives a minimum increase of: <ul style="list-style-type: none"> <li>• Clerk Supervisory General Union Pay Plan – 10.8%</li> </ul> </li> <li>3. Employees at Top Step: Employees currently in Step 14 will be placed into Step 13 of their new pay plan. The percentage difference will be reviewed to determine if these employees are receiving the minimum percentage increase represented in their specific pay plan. If not, these employees will receive a one-time payment less deductions for the difference at the appropriate pay plan increase to ensure they receive the minimum increase represented in their specific pay plan.  <i>(See minimum percentage above in #2).</i></li> </ol>

	<p>4. Employees currently in Step 13 will be placed into Step 13 of their respective new pay plans. The percentage increase will be reviewed to determine if these employees are receiving the minimum percentage increase represented in their specific pay plan. If not, these employees will receive a one-time payment less deductions for the difference at the appropriate pay plan increase to ensure they receive the minimum increase represented in their specific pay plan. <i>(See minimum percentage above in #2).</i></p>
<p><b>2023 Step Increases:</b></p>	<ol style="list-style-type: none"> <li>1. Employees hired on or before December 31, 2022, shall be eligible to advance one step, if available, on July 1, 2023. A step is “available” if the employee has not reached the maximum step allowed.</li> <li>2. Employees at the maximum step are not eligible for step increases but are eligible for general pay plan increases.</li> </ol>
<p><b>2024 Step Increases:</b></p>	<ol style="list-style-type: none"> <li>1. In 2024 employees will advance one step based on their step date subject to the provisions of this Exhibit.</li> </ol>
<p><b>Step Dates:</b></p>	<ol style="list-style-type: none"> <li>1. Employees eligible for and receiving a step increase on July 1, 2023, will have their future step increase date set to July 1<sup>st</sup>. Steps will continue subject to budget accountability discussions in negotiations for successor CBAs. Budget accountability means if the approximate amount the Employer has available for potential wage increases, as an example only, is 5% and the value of the step increases for the employees countywide on average is 1.8%, then negotiations for potential general wage increase would relate to the difference of 3.2%. Other fiscal negotiations proposals may also be addressed in negotiations for a successor CBA.</li> <li>2. Employees will be eligible for a step increase based on their Continuous Service Date <ul style="list-style-type: none"> <li>○ Continuous service dates may be adjusted for periods of leave without pay unless protected by Federal or State law.</li> </ul> </li> <li>3. Employees who are promoted, advance by steps or are reclassified shall have their future step date set 12 months from the date of promotion, step advancement, or reclassification.</li> <li>4. Employees hired on or after January 1, 2023, will have their future step dates set 12 months from their date of hire. Steps will continue subject to budget accountability discussions in negotiations for successor CBAs. Budget accountability means if the approximate amount the Employer has available for potential wage increases, as an example only, is 5% and the value of the step increases for the employees countywide on average is 1.8%, then negotiations for potential general wage increase would relate to the difference of</li> </ol>

	3.2%. Other fiscal negotiations proposals may also be addressed in negotiations for a successor CBA.
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1. The Human Resources Department shall determine all calculations. Human Resources calculations and placements are final and binding on the parties and employees.
2. The Employer will establish a task force for benefits and a task force for wages to engage in informational only discussions about the studies conducted by the Human Resources Department. These informational discussions are not to be interpreted nor construed to mean that the Employer is agreeing to negotiate about the market surveys, comparable counties, and the any survey provisions and procedures. Each CBA already states that the market survey is for only informational purposes, and there is no obligation on the part of the Employer to negotiate about and implement the results of any survey.

**Salary Surveys:** Historically, pay ranges in the Yakima County compensation structure are determined by a comparison of Yakima County benchmark positions to the comparable labor market. Determination of the market for each pay range is established by salary survey of comparable agencies for all Yakima County classifications in the Decision Band Method classification structure. The market survey includes benchmark classifications for each occupational group. Salary Survey information is intended to be used prospectively, and shall not be used in establishing pay plans for the same year during which the salary survey is conducted. The Union will receive a copy of the completed survey for their review.

**Market Premiums:**

If the market compensation study indicates that the salary range for a classification is significantly below the market midpoint, then the Union and the Employer shall meet to negotiate the appropriate method and economic adjustment (market premium or reclassification) for the classification. The results of the negotiation shall be applied in the following fiscal year. If the Union and Employer agree that reclassification is appropriate, the reclassification shall occur in accordance with Exhibit “C”. If the Union and the employer agree that a Market Premium is appropriate, the negotiated market premium amount will be applied to the entire salary range for the classification. The base salary range for the classification will remain unchanged.

Job classifications with market premiums added to the base salary range will continue to be included in all comprehensive surveys of Decision Band Method classifications within the occupational group until such time as the base salary range for the classification is not significantly below the market. The market premium amounts for a classification may change up or down each time the market is studied depending upon the data received from the market compensation study for the classification. Should the market premium amount not be significantly below the target market position of the County, then the market premium will be eliminated and the salary for individual positions will be the individual’s current increment in the base salary range for the job classifications.

## EXHIBIT “C”

### CLASSIFICATION AND COMPENSATION PROVISIONS

#### I. PURPOSE

It is the philosophy of Yakima County to support recruitment and motivation of well qualified, productive employees and to encourage and recognize activities that make a positive difference in the lives of Yakima County residents. The County therefore desires to recruit and retain individuals who demonstrate initiative, high ethical standards, team orientation and a willingness to accept responsibility for performance. The County recognizes that motivation is critical to the success of employees in achieving its overall mission, goals and objectives. Appropriate developmental and advancement opportunities, recognition for above standard performance and support for employee initiative and creative problems solving will motivate employees toward achievement of County goals.

To support this philosophy Yakima County brings together the elements of timing, public and employee relations, planning, organization and legal concerns in the complex set of management tools which comprise the Yakima County Classification and Compensation System. These management tools include a classification structure which defines the body of work performed and a compensation structure which provides fair and equitable compensation for that work and policies and procedures to provide administrative oversight.

This Exhibit supersedes all previous Classification and Compensation policies as regards employees in this bargaining unit. Provisions of negotiated labor contracts, inclusive of new Exhibit C, which conflict with prior policies take precedence over past policies to the extent applicable.

#### II. COMPENSATION

##### A. STATEMENT OF POLICY

It is the policy of Yakima County to establish a compensation system that will allow the County to effectively compete for qualified personnel and to ensure that salaries are equitable and commensurate with the duties performed by each employee.

##### B. DECISION BAND METHOD PAY PLANS

1. ***Philosophy:*** Based upon the Decision Band Method of job evaluation, the Yakima County Compensation Structure shall reflect both internal equity and external parity with the labor markets in which the County must compete. Compensation structure recommendations shall include consideration of the salary range structure as well as all other compensation received by employees.
2. ***Base Salary Pay Plan Ranges:*** All classifications shall have a base salary range which may be modified periodically by the Board of County Commissioners based on labor market data and the County’s economic position. The base salary pay plan structure shall reflect the relative internal value relationship of classes as established in the classification structure through the Decision Band Method (DBM) of job

evaluation. The County remains committed to ensure that base salary ranges reflect the comparable labor market.

3. ***Salary Survey Methodology:*** The Board of County Commissioners may periodically decide to update labor market data for their use in establishing base salary ranges for classifications within the DBM classification system. When appropriate, updated labor market data shall be obtained by surveying the County’s comparable labor market. The County shall complete an in-depth analysis of the labor market data every 4 years and perform a soft touch on an annual basis to assess overall pay changes of comparable counties as designated in Section 3.2

The Salary Survey will consist of: a Benchmark Job Analysis, a determination of the County’s Labor Market; and a Salary Survey Analysis Methodology to analyze Survey data.

- 3.1. ***Benchmark Job Analysis:*** Benchmark classifications are those County jobs that are likely to have similar characteristics with other organizations and are used as standards against which the pay of other jobs can be compared. Benchmarks utilized for the Salary Survey will be selected using the following guidelines:
  - 3.1.1. Benchmarks should be selected from throughout the DBM structure such that all Bands, Grades, and Subgrades are represented.
  - 3.1.2. Benchmarks should include a minimum of three representative job classifications within each Band, Grade, and Subgrade.
  - 3.1.3. Benchmarks should be fairly accurate representations of all job classifications within each Band, Grade, and Subgrade.
  - 3.1.4. Benchmarks should be readily recognizable by survey participants and should be typical jobs that would exist in the organizations to be surveyed, and
- 3.2 Benchmarks should include job classifications that contain a number of employees.

***Labor Market:*** The determination of the County’s labor market(s) is a critical step in obtaining relevant compensation comparables. Yakima County has selected the following counties as comparables:

Benton County  
Grant County  
Kitsap County  
Spokane County  
Thurston County  
Whatcom County

4. **Salary Survey Analysis Methodology:** Survey information obtained as a result of the Salary Survey for the following pay grade levels:

- General Pay Plan: A11, A12, A13, B21, B22, B23, B24/B51, B25/B32, B26, C41, C42, C43, C44/C51, C45/C52, D61, D62, D63, D64/D71, D72, E81
- Information Technology Pay Plan: IT22, IT23, IT24, IT25, IT26, IT41, IT42, IT43, IT 44, IT45
- Information Technology Management Pay Plan: ITM1, ITM2
- Engineering Pay Plan: ENG22, ENG24, ENG25, ENG26, ENG41, ENG42, ENG43, ENG44, ENG45
- Engineering Management Pay Plan: ENGMI, ENGM2, ENGM3
- Attorney Pay Plan: ATT1, ATT2, ATT3, ATT4, ATT5

Survey information will be compiled and analyzed in accordance with the following methodology:

- 4.1 An Adjusted Salary for each participant's reported benchmark will be calculated by normalizing the reported wages to an annual salary comprised of a 40 hour work week, a 173.33 hour work month, and a 2,080 hour work year.
- 4.2 The comparable data shall be weighted (adjusted) to reflect the Yakima County labor market using a salary data source .
- 4.3 A Minimum and Maximum Adjusted Salary will be calculated as follows for each benchmark reported by all respondents.
  - 4.3.1 The Minimum Adjusted Salary will be the respondent's lowest reported Adjusted Salary for the benchmark.
  - 4.3.2 The Maximum Adjusted Salary will be the respondent's highest reported Adjusted Salary for the benchmark.
- 4.4 The Minimum and Maximum Adjusted Salaries will be standardized to the Yakima County labor market.
- 4.5 The midpoint (50<sup>th</sup> percentiles) of the Minimum and Maximum Salaries will be calculated for each benchmark.

5. **Salary Range Structure:** The Yakima County salary range structure shall provide sufficient breadth to recognize increased value to the County.

- 5.1. Salary range shall consist of the following maximum number of steps for each pay plan:
  - General Pay Plan: 13 steps
  - Information Technology Pay Plan: 13 steps
  - Information Technology Management Pay Plan: 13 steps

- Engineering Pay Plan: 13 steps
- Engineering Management Pay Plan: 13 steps
- Attorney Pay Plan: variable up to 11 steps

5.2. The Range for each Band, Grade, and Subgrade will be calculated by using the market midpoint associated growth for each pay grade and placement at Step 7 for all pay plans.

6. ***Pay Table Structure:*** The first data point will represent the Entry Salary; The thirteenth data point will represent the Maximum Salary. The range will be created using the Market midpoint rate at Step 7. All steps above and below Step 7 will be calculated by using 2% between each step to create the paygrade.

7. ***Establishment of Compensation:*** Compensation to employees includes consideration of the salary range structure as well as all other economic benefits received. The Board of County Commissioners, based on the County’s economic position and the County’s labor market, may choose to implement compensation increases to employees by way of salary increases and/or increases to economic benefits. At such times that the Board decides to grant employee salary increases, the Board may choose to:

7.1 Provide Step Increases for those eligible to advance one step, if available. A step is “available” if the employee has not reached the maximum step allowed;

7.2 Provide a Cost-of-Living Adjustment (COLA) using a designated index.

7.3 Revise a Pay Range by applying all or part of a market adjustment identified by the Salary Survey Methodology to the Salary Range Structure and Pay Table Structure.

7.4 Revise a Pay Range by applying all or part of a market adjustment AND approve the movement of employees up one increment in a Pay Range.

7.5 Changes to the above established compensation recommendations require review and approval by the Board of County Commissioners.

**C. MAINTENANCE OF THE PAY PLANS**

The Human Resources Department shall be responsible for the continuous maintenance and administration of the Yakima County Compensation Plans. This will include a periodic review and analysis of rates of pay for similar positions in comparable labor markets, organizations, cost-of-living factors, budgetary considerations, and other related factors. On the basis of this information, the Director of Human Resources shall recommend to the Board of County Commissioners changes to keep the plan current, uniform and equitable. Such changes shall be approved by the Board of County Commissioners and shall then be included in the annual budget.

The Yakima County Compensation System shall include a Decision Band Method Pay Plan for classes included in the Decision Band Method Classification System, as well as Pay Plans according to provisions of bargaining agreements for other employee groups.

### III. YAKIMA COUNTY CLASSIFICATION STRUCTURE

#### A. PHILOSOPHY

The Yakima County Classification Structure will reflect meaningful and measurable differences in the levels of work within each occupational group. The classification structure will facilitate internal equity. The classification will designate different levels and categories of work according to the Decision Band Method of job evaluation. The classification structure will be periodically reviewed to ensure that it meets current needs of operating departments and, also, that it is sufficiently flexible to adapt to changing environments. The County will create new classes and redefine class responsibilities as needed to ensure responsiveness to organizational and environmental change.

Revision of class specifications and position descriptions within the classification plan shall be made as often as is necessary to provide current information on positions and classes. Position descriptions and class specifications do not constitute an employment agreement between the County and employee; and are subject to change as the needs of the County and the requirements of the job change. Examples of duties listed in the class specification are intended only as illustrations of the various types of work performed. Omissions of specific statements of duties does not exclude them from the position if the work is similarly related or a logical assignment to the position.

#### B. RESPONSIBILITIES

1. ***Human Resources Department:*** It shall be the duty of the Human Resources Department to work with the Personnel Committee and Department Heads and Elected Officials to examine the duties of positions, to allocate them to existing or newly created classes, to periodically review the entire classification plan and to recommend modifications to reflect current accepted classification practices, changes in responsibilities of existing positions, and compliance with new laws and regulations. The Human Resources Department will respond to departmental requests for revision of class specifications or development of new class specifications to meet on-going operational requirements of Yakima County. The Human Resources Department shall prepare recommendations for the Board of County Commissioners regarding position reclassification after Decision Band Methodology position review. The Human Resources Department shall assist the Department Head/Elected Official in scheduling any appeal of denied position reclassification requests with the Personnel Committee.
2. ***Department Head/Elected Officials:*** Class specifications will be reviewed by operating departments on an annual basis to ensure that they meet current needs. Department Heads and Elected Officials shall submit a written recommendation to the Human Resources Department when a new position is requested or the duties of a position are substantially changed, including justification for reclassification and

emphasizing changes in position responsibilities, requirements or decision-making level.

3. **Personnel Committee:** The Personnel Committee reviews Classification and Compensation System policy administration issues, makes related recommendations to the Board of County Commissioners and serves as the reclassification appeal board.

3.1 The Personnel Committee shall consist of a member of the following:

- Board of County Commissioners
- Corporate Counsel
- Elected Official of a Department
- Human Resources Director
- Human Resources Senior Manager (non-voting)
- Judicial Director or Senior Management
- Large Department Director or Senior Management
- One (1) member from Coalition of Unions (non-voting), selected by the Union Coalition . Union Representative will be specific to the union of the position being discussed. *Moved non-voting.*

3.2 Members of the Personnel Committee shall have no term limit and serve at will.

3.3 Upon vacancy, members will be replaced as appointed by the Personnel Committee with the exception of the Union Member.

## **C. BROAD CLASSES**

The Yakima County Classification Structure shall generally consist of broad classes that reflect the essential duties and responsibilities performed by incumbents in each class and will include a limited number of narrow classes where appropriate. The classification structure shall provide for career advancement/progression within occupational groups where feasible.

## **D. CLASS SPECIFICATIONS**

The Human Resources Department shall maintain class specifications which shall include: Class Title, Class Code, Department, Overtime Status, Reporting Structure, Effective Date, Essential Duties (reflecting current typical duties performed), Minimum Qualifications, and Special Requirements. The class specification shall serve as the basis for defining the generic duties of the classification. Copies of class specifications are available in the Human Resources Department and on the County's website.

The Human Resources Department shall maintain documentation regarding specific position descriptions titled Position Description Questionnaires (PDQs). These PDQs provide the basis for customizing recruitment announcements, performance management and appraisal, and to ensure compliance with federal and state employment and safety laws, rules and regulations.

Human Resources and the Elected Official or Department Head will review each PDQ for accurate duty statements, minimum education and experience and DBM classification each time the position is vacated. Recommendation for changes in classification due to change in duties or organizational structure shall be reviewed by the Personnel Committee prior to recruitment for the vacant position.

#### **IV. PROCEDURES**

##### **A. NEW EMPLOYEE HIRING**

New employees may be hired between Step 1 and Step 4 in the appropriate pay grade. Human Resources will review all entry rate offers up to Step 4 of the appropriate pay grade for internal equity and discuss with the Department Head/Elected Official prior to an offer of employment.

The Department Head/Elected Official may hire above Step 4 by requesting an exception to policy. Justification for hiring above the entry rate or other considerations must accompany the request for the exception. Human Resources will review the request for internal equity and discuss with the Department Head/Elected Official prior to the recommendation for approval by the Board of County Commissioners.

##### **B. DEMOTION PAY RATE**

1. An employee who is demoted as a disciplinary action shall be placed at the same step level in the lower classification pay range as currently held in the position from which demoted. Approval for placement at a higher step level shall require approval of the Board of County Commissioners.
2. An employee who accepts an involuntary demotion for non-disciplinary reasons shall be placed in the step level that is closest to, but not greater than, the pay rate in the class from which demoted.
3. An employee who voluntarily requests a demotion to or applies for position in a lower classification shall be placed in the compensation system as indicated in Section IV.A: New Employee Hiring.
4. Approval for placement at a higher step level shall require approval of the Board of County Commissioners.

##### **C. RECLASSIFICATION**

The employee or Department Head may submit to the Human Resources Department a request for reclassification. As the first step in the review, the employee will be asked to complete and return a Position Description Questionnaire and participate in a desk audit to discuss the duties performed. Human Resources will conduct a position review according to the Decision Band Method. A report of recommendations shall be given to the Personnel Committee which may accept, modify, or reject the Human Resources Department recommendations. If the Personnel Committee determines after reviewing the Human

Resources Department recommendations that no change is needed for the position, Human Resources will notify the department of the Personnel Committee decision. The Department Head/Elected Official may appeal the Personnel Committee decision or recommendation in person, before it is submitted to the Board of County Commissioners. Human Resources shall submit the Personnel Committee recommendation for consideration by the Board of County Commissioners.

The frequency for position reclassification requests shall be limited to once every 12 months from previous review.

The effective date of all reclassifications approved by the Board of County Commissioners will be the first of the pay period following receipt of the signed Action Memo.

**D. RECLASSIFICATION PAY RATE**

1. An employee who is advanced to a higher pay grade through reclassification shall have their salary set in accordance 11.2 b.
2. An employee in a position reclassified to a classification in the same pay range shall receive no increase in pay.
3. An employee in a position reclassified to a lower level shall be placed in compliance with IV. C.2: Involuntary Demotion Pay Rate.

**E. OUT-OF-CLASS PAY**

There are circumstances in which an employee receives compensation for the performance of duties in a higher classification than normally performed. Compensation for working out of classification is provided as a temporary monetary recognition to an employee for the assumption and performance of duties normally performed by an employee of a higher classification. The provisions herein apply to all employees of the County unless existing labor contracts specifically provide for a different out-of-class procedure:

1. The assumption and performance of the duties of the higher classification must encompass a range of responsibilities of the higher classification not included in the current classification.
2. The employee must meet the minimum education, experience and certification requirements of the higher classification.

The classification must be one identified as in use within the employee's designated department or division

3. Out-of-class compensation shall not apply to temporary assignments made pursuant to mutual agreement between the employee and supervisor for the purpose of providing training for a mutually agreed upon period of time.
4. Out-of-class compensation shall not apply for coverage of a work station for a short

period of time due to another employee's absence, unless specifically provided for in a collective bargaining agreement. A short period of time is defined as under 30 consecutive days.

5. When the out-of-class assignment is for less than a 30 day period, other miscellaneous hours such as sick or PTO leave and holiday pay are calculated at the employee's regular base rate.
6. Employees approved to work out-of-class over 30 days are to be paid the higher rate for the approved period. In this instance, other miscellaneous hours are calculated at the out-of-class rate. Approval to pay out-of-class for a period over thirty (30) days must be granted by the Board of County Commissioners.
7. Out-of-class assignments are limited to 6 months at a time, at which point the out of class assignment will be reviewed by the Department Head/Elected Official and Human Resources to determine if a one-time extension is necessary.
8. Out-of-class assignments that exceed 6 months will be reviewed and considered for reclassification.

Out-of-class compensation will be calculated using the following methodology:

- a. **1 Pay Grade Change:** Employee will be compensated at 7.5% increase above the current rate of pay in the employee's regular pay range;
- b. **2 Pay Grade Change:** Employee will be compensated at 15.0% increase above the current rate of pay in the employee's regular pay range;
- c. **3 Pay Grade Change or higher:** Employee will be compensated at 20.0% increase above the current rate of pay in the employee's regular pay range;
- d. **Compensation for interim appointments to Direct Report positions** shall be determined by Action Memo by the Board of County Commissioners.

Out-of-class compensation shall begin the first day of the following pay period in which the notification of approval is received.

## F. REORGANIZATIONS

*"Reorganization"* means a redistribution of duties and responsibilities among two or more positions within a work unit which impacts the classification of the positions. The redistribution may involve the assignment of new duties to a position, the removal of duties from a position, or the exchange of duties among multiple positions.

When a department initiates a reorganization, Human Resources shall assist by conducting a timely and comprehensive study, identifying and analyzing union issues, effect on employees, fiscal impact, and effect on the Classification and Compensation System. Study recommendations shall be presented in a staff report to the Personnel Committee and Department Head/Elected Official based upon policy, legal and contractual obligations and best business practice. The Personnel Committee shall recommend reorganization changes to the Board of County Commissioners.

**EXHIBIT “D”**  
**Bilingual Premium Process Steps**

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 Elected Official/Department Head prior to registering to test.
6. The Elected Official/Department Head 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.