

**2023-2024**

**LABOR AGREEMENT**

**By and Between**

**BOARD OF COUNTY COMMISSIONERS OF YAKIMA COUNTY,**

**THE YAKIMA COUNTY DEPARTMENT OF CORRECTIONS**

**And**

**TEAMSTERS LOCAL UNION #760**

Affiliated with the International Brotherhood of Teamsters

Representing Department of Corrections Office Clerical and Supervisors

**Effective**

**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", the YAKIMA COUNTY DEPARTMENT OF CORRECTIONS hereinafter referred to as the "Employer", and TEAMSTERS LOCAL UNION NO. 760, hereinafter referred to as the "Union," for the purpose of fixing the wages, hours and working conditions affecting the employees.
- 1.2 This Agreement also serves the purpose of increasing the general efficiency of the Department of Corrections and maintaining harmonious relations between the County, its employees and the Union. 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 the sole and exclusive collective bargaining representative of all regular full time and regular part time employees of the Yakima County Department of Corrections, excluding the Director, the Director's Confidential Secretary; Corrections Officers, Corrections Corporals, Corrections Sergeants, Corrections Managers and confidential employees.

## ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF

- 3.1 **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 period after the authorization is received or as soon as administratively possible.
- 3.2 **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 employees' name, department, hours worked, base wage and the amount of 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 has been properly terminated in compliance with the terms of the authorization for payroll deduction executed by the employee. The Employer is not a party to the authorization for payroll deduction as that is between the employee and the Union.

- 3.3 **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.
- **EXAMPLE** – Reports and payment received in March represents activities that transpired in February.
- 3.4 **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.
- 3.5 **New Employee Orientations:** 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 (30) minutes to provide each new employee a basic overview of the employees’ rights and responsibilities regarding Union membership and dues authorizations.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. Affairs of the Employer concerning such prerogatives include, but are not limited to, the following matters:
- A. The right to establish lawful work rules and procedures.
  - B. The right to schedule work and overtime work, and the methods and processes by which said work is to be performed, consistent with the Employer’s obligations to the public.
  - C. The right to hire, transfer, suspend, discharge, lay off, recall, promote, or discipline employees as deemed necessary by the Employer as provided by this Agreement.
  - D. The right to determine the size and composition of the work force and to assign employees to work locations and shifts.
  - E. The right to determine what 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 superior officer.

G. The right to take actions as may be necessary to carry out Employer's services in emergencies.

H. The right to take actions necessary to comply with the Americans with Disabilities Act.

4.2 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the elected officials, in this case the Board of Yakima County Commissioners, and the rights and obligations owed thereby to the electorate.

4.3 Past Practices: If the Employer desires to change a past practice, it shall provide the Union with written notice and opportunity to discuss the proposed change. The notice and opportunity to discuss shall not impede or affect the Employer's right to change past practice. The Union may grieve the reasonableness of the change to past practice, but the final step of the grievance procedure (binding arbitration) shall be advisory only and not binding on the parties.

4.4 Software Implementation: The Union Representative(s) and the bargaining unit employees agree to fully cooperate with the Employer's implementation of any and all software Workday implementation and changes necessary to carry out departmental functions and responsibilities.

## **ARTICLE 5 - UNION RIGHTS**

5.1 The Union does not waive its rights under applicable State Laws except as those rights are affected or set forth within the terms and conditions of the Collective Bargaining Agreement.

5.1.1 The membership of the Union shall not waive nor shall they feel compelled to waive any and all of their rights provided by this Agreement, State Law or Federal Law.

5.2 The Union will have the right to establish a representative within the Bargaining Unit; said representative shall have the right to investigate membership concerns with respect to the Agreement during regularly scheduled work hours without loss of pay during such time. Provided: that such investigation will not interfere with the necessary operation of the Department. The Union will advise the Employer of the identity of the representative on an annual basis.

5.3 All collective bargaining with respect to wages, hours and working conditions shall be conducted by authorized representatives of the Union and the Employer.

5.4 Up to three (3) stewards will be granted release time without loss of pay for collective bargaining sessions if said sessions are scheduled during said employee's normal working hours.

5.5 Labor/Management Meetings:

5.5.1 Labor/Management meetings may be scheduled at the request of either party to discuss and/or clarify contract administration issues which may include wages, hours and working conditions affecting employees covered by this agreement.

5.5.2 The request shall be sent to the Director, if requested by the Union. If requested by the

Director, the request shall be sent to Teamsters Local #760. Meetings may be scheduled at a mutually agreeable time, but not later than fifteen (15) working days from the date of request for a meeting. Such request shall be in writing and contain the items at issue.

5.5.3 Disposition of matters covered in a labor/management meeting shall not contradict, add to, or otherwise modify the terms and conditions of this agreement unless both parties are represented and agree by their principal labor representatives (Director of Corrections, Human Resources Director, and Union Representative). Such agreement shall be reduced to a Memorandum of Understanding (MOU) between the parties.

5.5.4 Meeting shall be scheduled at times most convenient to the participants, and participants shall experience no loss of salary, provided that no more than three (3) members of the Union shall participate. The Director may approve attendance by more than three (3) Union members at labor/management meetings.

5.6 An employee who becomes the subject of an internal investigation which could result in the filing of criminal charges and/or disciplinary action will be advised, in writing, within seventy-two (72) business hours of the initiation of any such investigation. Notifying an employee of an internal investigation is not required when said notification may compromise a criminal investigation. Discipline will be carried out in accordance with the Articles of this Agreement regarding discipline and disciplinary procedures.

#### **ARTICLE 6 - DEFINITIONS AND ELIGIBILITY**

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

6.2 Bargaining Union Seniority Date: The last date they entered the union.

6.3 Classification Union Seniority Date: The date of the employees last promotion or demotion.

6.4 Continuous Service Date: Date used to determine accrual increases based on uninterrupted years of service.

6.5 Compensatory Time: Time off in lieu of cash payments for overtime

6.6 Regular Full-time Employee: Employee who works on a full-time basis (forty (40) hours per week) and who has successfully completed his/her probationary period. Such employee are entitled to pay for the position in accordance with the existing pay plan and pay plan structure and receive benefits as set forth in this agreement.

6.7 Probationary Employee: A probationary employee shall be defined as a new hire who has not completed 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.

- 6.8 Regular Part-time Employee: Employees who work on a scheduled basis for twenty (20) hours per week but less than full-time and who have successfully completed a probationary period. Such employees are entitled to pay for the position in accordance with the existing pay plan and pay plan structure and received benefits on a pro rata basis-
- 6.9 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 7 - PROBATIONARY PERIOD**

- 7.1 New Hires: Each newly hired employee shall satisfactorily complete a minimum twelve (12) month probationary period. The Employer will conduct written employee performance evaluations during this probationary period. Probationary employees may be discharged or terminated at any time without just cause and without any recourse to the grievance procedure.
- 7.2 Existing Employees: Existing employees who change positions 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 8 - SENIORITY, LAYOFF, AND RECALL**

- 8.1 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 together with all service in higher classifications since the last date of hire.
  - 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.
- 8.2 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.
- 8.3 No employee may have bargaining unit seniority or classification seniority established prior to satisfactory completion of the probationary period. Employees shall continue to accrue seniority for periods of worker's compensation illness or injury, military leave of absence of twenty-one (21)



working 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, layoff, or disciplinary suspension that exceed fifty percent (50%) of the employees scheduled hours for the pay period. The employee's seniority date, leave accrual date and increment anniversary date will be adjusted; 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.

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

8.5 Layoff:

**SECTION 8.5 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 Department Head and Board of County Commissioners shall determine whether a layoff is necessary. The Department Head and Board shall determine which job classification(s) will be affected by the layoff. If the Department Head and Board determine layoffs are necessary and the job classification(s) affected by the layoff, they will take into consideration an employee's seniority, 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: When reducing the work force, the Employer will lay off within the affected classification the employees in the reverse order of their seniority. The employee may exercise his or her seniority to bump the most junior employee regardless of classification, provided that the remaining employees meet the minimum qualifications to enter the position. If an employee in exercising his or her bumping rights as outlined in this article bumps a junior employee in a higher pay band, he or she must enter that higher pay band at Step 2 or at the pay step held by the employee being bumped, whichever is lower in pay. Employees bumping into a lower pay band will go to the closest pay step without increasing his or her pay.

8.6 The Employer shall provide each affected employee with thirty (30) calendar days' notice of any anticipated layoff or recall except in the event of an emergency, and at the same time send a copy of the notice to the Union.

- 8.7 Recall: Employees laid off or reduced in classification as a result of reduction in force, will be eligible for reinstatement for a period of one (1) year. In the event of a vacancy in the affected classification, an employee who has been laid off will have the first opportunity to fill said vacancy or vacancies in the order of his seniority in that position, provided the employee can perform the work needed in a satisfactory manner and provided the layoff period does not exceed one (1) year and that the employee keeps the Employer advised of his current address. An offer of re-employment shall be in writing and sent by registered or certified mail, return receipt requested, to the employee. The employee shall be presumed to have received notice within five (5) days after the Employer mailed said notice. An employee so notified must indicate his/her acceptance of said re-employment within ten (10) days of receipt of notice. Employees recalled will be reinstated the first of a pay period.
- a. 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.
  - b. Benefits shall not accrue during lay-off. An employee recalled within one (1) year 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.
- 8.8 Employees on leave are subject to layoff procedures.

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

- 9.1 Notices of opening(s) in positions covered by this Agreement shall be posted at appropriate Employer locations and a copy sent to the Union. The notices will contain a description of the job, the qualifications, wage rates, and hours of work. Employees who have been laid off and are in recall status shall be offered the opportunity of a vacant position subject to seniority and qualifications prior to a position being filled from outside the bargaining unit.
- 9.2 Notices of opening(s) in positions covered by this Agreement shall be posted at appropriate Employer location(s) for a period of not less than ten (10) calendar days. An attempt will be made to contact and advise employees on PTO or any other leave as well. The notices will contain a description of the job, the qualifications, wage rates, and hours of work.
- 9.2.1 Bargaining unit employees will apply through the County’s recruitment and application system and the opening(s) will remain posted for a period of not less than ten (10) calendar days. Employees wishing to make application for the initial testing must do so within such period. First consideration shall be given to employees in this bargaining unit. In the event no current bargaining unit member applies, consideration shall be given to the other applicants. Screening and testing will be carried out by the Yakima County Human Resources. Where qualifications are substantially equal, seniority shall break all ties.
- 9.3 Whenever practicable, transfers shall be preceded by a thirty (30) calendar day notice to the affected employee. Employees that accept a lateral transfer shall not be eligible to apply for another lateral

transfer for six (6) months from the date of the transfer. Employees that accept a lateral transfer and return to their former position shall not be eligible to apply for another lateral transfer for six (6) months from the date they transfer back to their former position.

- 9.4 Trial Period: Current employees covered by this Agreement who have been awarded a promotion as a result of making application to such, shall have three (3) calendar months in which the Employer will make every reasonable good faith effort, upon the employee's request, to return the employee to their former position if a position is available. In the event said employee is not performing to the required levels of such position within three (3) calendar months of being awarded such, the Employer will make every reasonable good faith effort to return the employee to their former position if the position is available.
- 9.5 The Employer will conduct written employee performance evaluations during this work performance period.
- 9.6 In the future, any employee, regular or probationary, who is promoted to a position in a classification 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 fifteen percent (15%) or Step 1 of the new pay grade if the new salary is more than a fifteen percent (15%) increase:

#### **ARTICLE 10 – GRANDFATHERED SICK LEAVE/EXTENDED SICK LEAVE (ESL)**

- 10.1 Eligibility: Accumulated grandfathered sick leave is canceled automatically upon separation from employment, except retirement or death.
- 10.2 At no time may an employee have more than one hundred twenty (120) days of grandfathered sick leave due. The employee may choose to use grandfathered sick leave from the bank for any reason specified under Article 10.5 below..
- 10.3 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 all the employee's accumulated grandfathered sick leave shall be paid to the employee's HRA VEBA Trust Account. Upon death, twenty-five percent (25%) of the employee's accumulated grandfathered sick leave shall be paid to the employee's estate. Payment of accumulated grandfathered sick leave is determined 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.

10.4 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 employee 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, foster child, parent, parent-in-law or grandparent with a health condition requiring treatment or supervision, or for 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 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 (3) day limitation would apply.

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

- F. Whenever an employee is on approved PTO leave and becomes sick or disabled so as to prevent his employment if not on PTO leave, he may charge such absence to accumulated grandfathered sick leave upon a doctor's written certification stating the nature, extent and length of illness or injury.
- G. Employees may use five (5) days of grandfathered sick leave for bereavement leave for a death in the immediate family. "Immediate family" includes only persons related by blood or marriage or legal adoption, specifically and limited to wife, husband, state registered domestic partner, parent, parent-in-law, grandparent, brother, sister, child, stepchild, foster child, 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.

10.5 Reporting: Any employee, who for any reason, must take grandfathered sick leave shall, as soon as

possible, notify his/her immediate supervisor or the Director. A doctor's certification of illness may be required of the employee, at the time the employee returns to work, when absent because of illness or injury in excess of twenty-four (24) consecutive work hours. In the event the Employer has reason to believe there is a misuse of grandfathered sick leave through a pattern of use or some other means, the Employer may require an employee who has utilized less than twenty-four (24) consecutive hours of grandfathered sick leave to present a physician's certification of the employee's illness. An employee found to have abused the provisions of grandfathered sick leave by falsification or willful misrepresentation may be subject to disciplinary action.

#### 10.6 Workmen's Compensation:

- A. An employee receiving Workers Compensation time loss payments due to on-the-job injury may also use any accrued time off during the period covered provided the employee follows the 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..

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

10.7.1 Extended Sick Leave (ESL) Accruals: ESL is earned by regular full-time employees of Yakima County at the rate of four (4) hours 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.

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

10.7.2 An employee is eligible to use available ESL when the employee has:

- an extended illness or injury lasting more than 10 consecutive work days (cannot be used for intermittent absences);
- a qualified family member with an extended illness or injury lasting more than 10

- consecutive work days (cannot be used for intermittent absences);
- served thirty (30) consecutive days of employment; and
- used 5 work days or 40 hours of PTO, SL, CT or LWOP.

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

10.7.4 All re-employed persons, whose continuous service has been interrupted by termination, shall be considered new employees and shall be subject to the applicable qualifying period of employment. Exception: Employees rehired within the layoff period after a reduction in force will have their accumulated ESL bank hours restored.

10.7.5 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 less than forty (40) hours per week.

10.7.6 COMPUTATION OF PAYMENT. ESL shall be charged at a rate equal to the time absent from the normally assigned shift.

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

- A. With the approval of the Department Head/Elected Official, 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.
- B. ESL may only be used for the employee's own illness or injury or for the following family members: spouse, state 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 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.

10.8 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.

10.9 The Employer reserves the right to change provisions of this Article to assure compliance with the Federal and state leave laws.

### **ARTICLE 11- OTHER LEAVES**

11.1 Leave of Absence without Pay: A leave of absence is an approved absence, excluding medical leave

of absence, from employment without pay and without loss of bargaining unit seniority. Written requests for leave of absence without pay may be granted by the Department Head or designee for a period not to exceed six (6) months. The 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. An extension of an approved leave of absence without pay beyond six (6) months may require approval from the Board of County Commissioners. Upon expiration of an approved leave of absence without pay, the employee shall be reinstated in the position held at the time the leave was granted. 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."

11.2 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.

11.3 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.

Employees required to report for jury duty shall have a starting time of 9:00 a.m. unless otherwise notified by the Court Administrator. An employee subpoenaed as a witness for the Employer or summoned for jury duty and subsequently excused for the balance of that day, shall report as soon as possible to his/her supervisor for the purpose of working the balance of that shift.

- 11.4 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 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 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:

<b>Continuous Service</b>		<b>Accrual Rate (40 hour week)</b>	<b>Accrual Rate (37.5 hour week)</b>
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 leave covered by FMLA or Workers Compensation will not accrue PTO leave and their



accrual dates will be adjusted if the employee is in a leave without pay status and the leave without pay status exceeds fifty percent (50%) of their regularly scheduled hours for the pay period. [TA](#)

12.7 Computation of Payment: PTO leave shall be charged at a rate equal to the time absent from the normally assigned shift.

12.7.1 All accumulated PTO leave is paid when an employee leaves employment of Yakima County for any reason, provided the employee has served six (6) 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, all accumulated PTO leave is paid to the estate of the employee. Payments of accumulated PTO leave is calculated 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 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 early as possible in order to receive approval by the Director or his/her designee.

- 1) With the approval of the Director 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. 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 Vacation Scheduling: The Employer will provide a full year calendar in a conspicuous location for the purposes of vacation bidding.

12.9.1 Vacation bidding shall commence no later than March 1, of every calendar year, for vacation scheduling from April 1<sup>st</sup> to March 31<sup>st</sup> in the following calendar year. The

employee may only bid PTO which has already been accrued or will have been accrued by the requested PTO leave date.

- A. If the employee does not have sufficient PTO leave available at the time that a previously requested leave should be taken, the employee will need to revise their leave request within the County's timekeeping system to generate a new request, then the employee shall be allowed to use any available accrued PTO leave in full shift increments.
- B. An employee who has sufficient PTO leave balances at the time of the requested leave may substitute compensatory time or holiday time.

12.9.2 Full week vacation bidding shall be in order of bargaining unit seniority, each employee, including supervisors, shall have five (5) days to bid; however, each employee may bid a maximum of two (2) weeks until such time the seniority list has been exhausted, at which time bidding shall commence in order of seniority a second time, wherein employees shall be allowed to select their remaining available vacation weeks.

12.9.3 Upon completion of full week bids, the employees will commence bidding in order of bargaining unit seniority less than full week days off. Each employee will be allowed two picks in the first round of bidding and unlimited picks in the subsequent round of bidding. This process will continue until the seniority list is exhausted and will start over and continue until the bidding process is complete.

12.9.4 Leave requests submitted outside the bidding cycle: PTO leave, comp time, and holiday comp time requests must be submitted in writing.

- A. Requests submitted at least fifteen (15) days in advance shall be granted on a first come first served basis if an unused leave opportunity is available.
- B. Requests submitted less than fifteen (15) days in advance may be denied. Denied requests may be appealed to the Division Chief.

12.9.5 The County shall allow a minimum of two employees per division to take vacation during the same time. However, if a division contains less than five employees, the minimum amount of employees allowed to take vacation during the same time shall be one. In the event granting of vacation creates hardship in meeting administrative need in the division, the supervisor can deny vacation.

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

12.11 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, state 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 or other disability leave 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 an amount transferred that would result in his or her leave balance falling below ten (10) days. This provision shall be administered by the Human Resources Department.

**ARTICLE 13 - HOLIDAYS**

13.1 The following days shall be recognized and observed as legal paid holidays by regular employees:

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

13.2 For employees who work a non-rotating standard Monday through Friday schedule, whenever a legal holiday falls on a Saturday, the preceding Friday shall be the legal holiday; whenever any legal holiday falls on a Sunday, the following Monday shall be the legal holiday.

13.3 Any employee who is on scheduled and approved vacation when a holiday occurs shall not have his PTO accrual charged for that day.

13.4 Any employee who is on authorized sick leave when a holiday occurs will receive a day's pay for that holiday and will not have his sick leave accrual charged.

- 13.5 If a holiday occurs on an employee's scheduled day off, he shall be given, an alternate day off at the employee's discretion, upon supervisor's approval. Time off allowed under this section must be taken as an earned holiday and may not be received as compensatory time or overtime pay during the term of employment.
- 13.6 An employee who is on leave of absence without pay (LWOP) immediately prior to or following a holiday shall not receive holiday pay.
- 13.7 If an employee is required to work a holiday other than Thanksgiving or Christmas, they shall receive their normal monthly salary plus holiday pay or compensatory time, at the employee's discretion, at the straight time rate. Hours worked in addition to the normal shift shall be applied to the employee's overtime/compensatory time record.
- 13.8 All personnel required to work the holidays of Thanksgiving or Christmas shall receive their normal monthly salary plus holiday pay or compensatory time, at the employee's discretion, at the rate of one and one-half (1-1/2) times for each hour of the normal shift worked. Hours worked in addition to the normal shift shall be applied to the employee's overtime/compensatory time record.

**ARTICLE 14 - HOURS OF WORK AND OVERTIME**

14.1 Hours of Work:

- A. The regular work week shall consist of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days not to exceed a total of forty (40) working hours in any given seven (7) day period.
  - B. By mutual agreement between the majority of affected employees in a work unit and the director the employer may utilize an Innovative Shift. The work week may consist of forty (40) hours of work in any given seven (7) day period.
- 14.2 Meal Periods: Employees working an eight (8) hour day or a ten (10) hour day will receive one duty free meal period of a minimum of thirty (30) and a maximum of sixty (60) minutes. The meal period shall be taken in accordance with WAC 296-126-092.
- 14.3 Rest breaks or coffee breaks shall consist of two (2) fifteen (15) minute periods, one (1) during the first (1st) half (1/2) of the shift, the second (2nd) during the second (2nd) half (1/2) of an eight (8) hour shift. Employees shall receive an additional fifteen (15) minute break after each additional two (2) hours of work
- 14.4 The shift schedule shall be determined by the Employer. All shifts shall have a consistent start time throughout the length of a schedule. The Employer shall give at least fourteen (14) calendar days' notice, except in a bona fide emergency, prior to changing the employee's assigned shift. Said notice shall be posted on the department bulletin board showing the employee's shift, work days, and hours. Changes to shift schedules will be in written form and an attempt made to contact the individual(s) advising them of the change.

- 14.5 Employees may change shifts when unforeseen circumstances arise provided they first request and receive approval from the Director or his designee. Such exchange of shifts shall not by itself constitute a basis for entitlement to overtime compensation.
- 14.6 In the event of a bona fide emergency, the Director may alter the assigned work shifts by giving as prompt as possible notification to the affected employees. Said employees shall not receive overtime for working said rescheduled work shift. The Director shall not reschedule assigned work shifts for the purpose of avoiding payment of overtime.
- 14.7 Overtime: All work performed in excess of forty (40) hours per week shall be compensated for at one and one-half (1-1/2) times the employee's regular straight time hourly rate. For the purposes of overtime threshold, work performed shall also include PTO, sick, holiday 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. The employee may, at his option, be granted equivalent time off on the basis of one and one-half (1-1/2) hours compensatory time for each one (1) hour of overtime worked.
- 14.8 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. An employee may carry up to forty (40) hours of compensatory time from one (1) calendar year to the next.
- 14.9 All overtime shall be paid for in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes. There shall be no pyramiding of overtime.
- 14.10 At Home Calls: Employees called at home shall receive a minimum of fifteen (15) minutes pay at straight time per call or time worked at the applicable overtime rate, whichever is greater. A call log must be completed for each call including:
- Time call is initiated
  - Time call is completed
  - Name of caller
  - Reason/nature of the call
- 14.11 Callout: An employee who is required to return to work after having completed his/her regular shift, and having left the premises, shall be paid for a minimum of two (2) hours at time and one half. An employee who is required to return to work on his/her regularly scheduled day off shall be paid a minimum of two (2) hours pay at time and one half. All time actually worked shall apply for overtime purposes. In the case of a call back that requires the employee to work less than two (2) hours, by mutual agreement between the employee and the employer, the employee may leave at the time his or her work is completed; however, the employee will only be paid for time actually worked.

- 14.12 Court Time: Any employee who is required to appear and/or testify in court on his/her own time or time other than his regular duty hours shall be paid for a minimum of two (2) hours at the applicable rate. An employee who is required to return to work on his/her regularly scheduled day off shall be paid a minimum of two (2) hours pay. Only time actually worked shall apply for overtime purposes.
- 14.13 Voluntary Overtime: The Director or designee will notify eligible employees of anticipated available overtime. Assignment of such overtime will then be offered by the Director or his designee in seniority order within job section. Employees may request in writing that their name not be included on the voluntary overtime list.
- 14.14 Out of Classification Work: Any employee who is specifically assigned in writing to work in a higher wage rated classification than that in which he is employed, for eight (8) consecutive hours, shall be paid at a standard flat rate of seven and a half percent (7.5%). If reasonably available, persons assigned to work at such positions should be from a list of eligible employees for promotion to that classification at the time of service.
- A. When an employee is assigned to work in a job classification that is two (2) classifications higher than their own for eight (8) consecutive hours or more, the employee shall be paid at a standard fifteen percent (15.0%) flat rate.
  - B. When an employee is assigned to work in a job classification that is three (3) classifications higher than their own for eight (8) consecutive hours or more, the employee shall be paid at a standard twenty percent (20.0%) flat rate cap.
  - C. No employee can be paid more than the twenty percent (20.0%) flat rate cap for any reason.
- 14.15 No Pyramiding: Compensation shall not be paid more than once for the same hours under any provision of this Article and this Agreement.
- 14.16 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.

- 14.17 The employee shall be paid compensation as a result of his approved travel time to and from any assigned school out of Yakima County, and such travel time shall be used as hours worked to calculate overtime. The Director will endeavor to schedule mandatory training for employees within their normal shift assignments.
- 14.18 Personnel who are scheduled for "on-call" duty shall be compensated on the basis of four (4) hours pay or compensatory time off for twenty-four (24) consecutive hours of "on-call" duty at the election of the employee. Only time actually worked shall apply for overtime purposes.
- 14.19 The term "bona fide emergency" includes a life-threatening situation; civil disorder; natural disaster; sudden unexpected happening; unforeseen occurrence or condition; complication of circumstances; sudden or unexpected occasion for action; or pressing necessity.

### **ARTICLE 15- DISCIPLINE**

- 15.1 The Director or his designee may discipline an employee only for just cause inclusive of such events as may be deemed to be just cause as set forth below, but not necessarily limited thereto. Discipline shall be carried out in a manner which is least likely to embarrass the employee before other employees or the public.
- (a) Incompetency, inefficiency, or inattention to, or dereliction of duty.
  - (b) Dishonesty, intemperance, immoral conduct, insubordination, discourteous treatment of the public, or a fellow employee, or any other act of omission or commission tending to injure the public service; or any other willful failure on the part of the employee to properly conduct himself; or any willful violation of the provisions of Chapter 41.14 RCW or these rules and regulations.
  - (c) Mental or physical unfitness for the position which the employee holds.
  - (d) Drunkenness, or use of intoxicating liquors, narcotics, or any other habit forming drug, liquid, or prescription to such extent that the use thereof interferes with the efficiency or mental or physical fitness of the employee, or which precludes the employee from properly performing the function and duties of any position.
  - (e) Wantonly offensive conduct or language toward the public or fellow officers or employees.
  - (f) Conviction of a felony, or a misdemeanor involving moral turpitude.
  - (g) Carelessness or negligence in the use of county cars or property.
  - (h) Willful violation of any lawful and reasonable regulation, order or direction made or given by a superior officer where such violation has amounted to insubordination or has resulted in loss or injury to the county or to the public.
  - (i) Failure to pay or make reasonable provision of payment of just debts.
  - (j) Promotion by any officer or employee of disaffection among fellow officers or employees.
  - (k) Any other act or failure to act which in the judgment of the Commission is sufficient to show the offender to be an unsuitable and unfit person to be employed in the public service.
- 15.2 Disciplinary action or measure shall include only the following:
- A. Supervisor counseling,

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

- 15.3 The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance and to allow the Employer to document prior disciplinary matters. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, severity of offense and prior record of discipline. The order in which these criteria appear are not indicative of their priority. An employee may be suspended without pay when said employee has first received one (1) written reprimand relating to said employee's previous work or conduct. An employee may be discharged when said employee has first received a suspension relating to said employee's previous work or conduct. All previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action.
- 15.4 Notwithstanding subsection 15.3 above, the Director may immediately suspend or discharge an employee for a serious event which presents just cause for discipline.
- 15.5 The Employer may discipline an employee for just cause. Notice of said disciplinary action shall be provided to the employee and Union no later than thirty (30) calendar days from the conclusion of the investigatory proceedings regarding the improper work, incident, or conduct by the employee.
- 15.6 Disciplinary action may be reviewed pursuant to Article 16 of this Agreement.
- 15.7 Written reprimands and written records of oral reprimands (excluding suspensions or demotions) shall be automatically expunged from the employee's personnel file eighteen (18) months from the date of issuance and no longer be considered in evaluating future discipline if no other written reprimands on the same subject matter have been issued during that time period.

### **ARTICLE 16 - DISCIPLINARY PROCEDURES**

- 16.1 An immediate supervisor may verbally reprimand an employee. The immediate supervisor may make a notation in the supervisor's notebook regarding the verbal reprimand. Written reprimands may be issued by supervisors subject to the Director's approval. Copies of written reprimands, suspensions, demotions or discharge notices shall be sent to the Union at the time said notices are given to an employee.
  - 16.1.1 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 dictate otherwise.
  - 16.1.2 Employees will not be required to unwillingly submit to a polygraph test; provided, however, this provision does not apply to the initial application for employment.



- 16.2 If disciplinary action taken could result in suspension with or without pay, demotion or discharge, the employee shall be advised of the facts and circumstances supporting this potential disciplinary action and be provided an opportunity to explain the employee's position prior to disciplinary action being taken. If the employee requests an opportunity to confer with a Union representative prior to responding, said employee will be provided a reasonable time not to exceed three (3) working days for such response. If the Director determines that circumstances exist requiring immediate action, the Director shall have the right and authority to immediately place the employee on Administrative Leave with pay pending the investigation and pending the provisions above. If the employee fails to respond to the charges within the time period referenced above, the Director is free to implement the disciplinary action he feels is appropriate under the circumstances.
- 16.2.1 In the event dismissal of an employee becomes imminent and the Director determines an alternative to said dismissal is the employee's resignation, said employee will be provided a reasonable opportunity to confer with the Union before being requested to respond to the offer of resignation.
- 16.3 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 17.
- 16.4 The provisions of Articles 15 and 16 do not apply to probationary employees. Said employees may be discharged without cause and without any recourse.

### **ARTICLE 17 - GRIEVANCE PROCEDURE**

- 17.1 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement.
- 17.2 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.
- 17.3 Grievance Filed on Behalf of Employee: If any party fails to file a grievance, other than for disciplinary actions, within thirty (30) calendar days of its occurrence, then said grievance shall be forever waived and shall be null and void. If a matter involves disciplinary action then any party must file a grievance within ten (10) calendar days from the date of such disciplinary action, otherwise said appeal or grievance is forever waived and shall be null and void. Failure to pursue a grievance to the next step renders final and conclusive the last determination and response.
- 17.4 A grievance may be verbally presented by the aggrieved employee to the employee's immediate supervisor. The employee shall have the option of being accompanied by his Union representative, or representative of his own choosing, if he feels that it is necessary. The immediate supervisor shall respond within three (3) working days. If the matter is not satisfactorily resolved, then the grievant may initiate a formal grievance in accordance with the provisions hereinabove and the following procedure, which in any case, shall be done within ten (10) calendar days of the date of disciplinary action or within thirty (30) calendar days from the date of another type of occurrence.

17.5 Union or Employer Grievance: The Union or Employer may initiate the grievance procedure at Step 2, other than for disciplinary actions, and will take up the grievance with the other party within thirty (30) calendar days after the occurrence of the event which gave rise to the grievance, or thirty (30) calendar days from the date such grievance reasonably should have become known to the moving party.

17.6 The formal grievance procedure shall be as follows:

Step 1: If the grievance involves occurrences other than disciplinary actions, the grievance shall be presented in written form to the employee's supervisor within thirty (30) calendar days from its occurrence. The supervisor shall respond in writing within twenty (20) calendar days after receiving said grievance. In the event the matter relates to disciplinary action, then the grievance shall be presented in written form to the employee's supervisor within ten (10) calendar days from the disciplinary action. Since disciplinary action is not final unless approved by the Director, the grievance may be presented in written form within ten (10) calendar days from the date of the occurrence directly to Step 2 of the grievance procedure.

Step 2: If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within ten (10) calendar days of the response in Step 1, above, the grievance in written form shall be presented to the Director. Thereafter, the Director shall respond in writing to the aggrieved employee within ten (10) calendar days after receipt of the grievance. If it is a Union grievance in accordance with Section 17.5 above, said grievance in written form, shall be presented to the Director. Thereafter, the Director shall respond in writing to the Union within ten (10) calendar days after receipt of the grievance. If the subject matter of the Union grievance relates to budgetary issues, then the Union grievance will be presented in written form to the Board of County Commissioners. Thereafter, the Board of County Commissioners shall respond in writing to the Union within ten (10) calendar days after receipt of the grievance. If it is an Employer grievance in accordance with Section 17.5 above, said grievance in written form, shall be presented to the General Teamsters Local No. 760. Thereafter, the Secretary-Treasurer shall respond in writing to the Employer within ten (10) calendar days after receipt of the grievance.

Step 3:

- a. Final and Binding Arbitration: If the grievance has not been resolved at Step 2, either party to this Agreement may refer unsettled grievances to final and binding arbitration.
- b. Notice - Time Limitation: The referring party shall notify the other party in writing by certified mail of submission to arbitration within ten (10) calendar days after receipt of the Step 2 response. Failure to notify the other party in writing will result in the grievance being forever waived and null and void.
- c. Arbitrator - Selection: After timely notice, the parties shall select an impartial arbitrator within thirty (30) calendar days, if possible, after the request is made to arbitrate. If the parties cannot mutually agree on an impartial arbitrator who is able

and willing to serve on a timely basis, either party may demand a list of eleven (11) qualified persons who are willing to abide by time limitations. A list of impartial arbitrators may be furnished by the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) or the Public Employment Relations Commission (PERC). The party demanding a paid arbitrator shall have the right to determine the organization from which the list of eleven (11) names is to be derived. The parties shall flip a coin to determine who will strike the first name, following which each will alternately strike one of the names submitted until only one (1) name remains. This person will serve as the sole arbitrator subject to the following provisions.

- d. Decision - Time Limit: The arbitrator will conduct the arbitration hearing no later than twenty (20) days from the date of selection. The arbitrator shall render a decision within fifteen (15) calendar days from the date of the hearing or receipt of parties' briefs, if applicable.
  
- e. Limitations - Scope - Power of Arbitrator:
  - i. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.
  - ii. The arbitrator shall have the power to interpret and apply the terms of the Agreement and/or determine whether there has been a violation of the terms of the Agreement..
  - iii. The arbitrator shall consider and decide only the question or issue raised in the initial written grievance. In conducting an arbitration, the arbitrator shall maintain a verbatim record of the testimony either by tape recording or a court reporter. If one of the 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 (Section 4.3) 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 punitive damages.
  - ii. Each party hereto shall bear equally the expenses of the arbitrator. Each party shall pay the expenses of their own attorneys, representatives, witnesses and other costs associated with the presentation of their case.

## **ARTICLE 18 - RETIREMENT CONTRIBUTION-INDUSTRIAL ACCIDENT INSURANCE**

- 18.1 The Employer shall pay into the appropriate employees' retirement program, and Industrial Insurance, as required, at the prescribed rate, by law.
  
- 18.2 Effective as designated below, the Employer shall pay each month into the Western Conference of

Teamsters Pension Trust on account of each member of the bargaining unit, for each hour that is paid to them.

**Department of Corrections Clerical**

<b>Effective Date</b>	<b>Basic Contribution Rate</b>	<b>PEER 84 Contribution Rate</b>	<b>Total Contribution Rate</b>
01/01/2015	\$0.94	\$0.06	\$1.00

**Department of Corrections Supervisors**

<b>Effective Date</b>	<b>Basic Contribution Rate</b>	<b>PEER 84 Contribution Rate</b>	<b>Total Contribution Rate</b>
01/01/2015	\$1.71	\$0.11	\$1.82

- 18.3 The contribution required to provide the Program for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for the PEER must at all times be six and one-half percent (6.5%) of the basic contribution and cannot be decreased or discontinued at any time during the term of this agreement.
- 18.4 The parties recognize that pension contributions made by the Employer on behalf of the employees in this bargaining unit to the Western Conference of Teamsters Pension Trust, are considered an employee tax deferred contribution to a qualified retirement plan. Therefore, such contributions are not considered reportable wages or earnings for tax purposes.

**ARTICLE 19 - LIABILITY INSURANCE**

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

**ARTICLE 20 - MEDICAL BENEFITS**

- 20.1 January 1, 2023, the County’s contribution and allocation for medical, dental, vision and life insurance shall be up to a maximum of One Thousand Dollars (\$1,000.00) per month.
- 20.2 Effective January 1, 2024, the County’s contribution and allocation for medical, dental, vision and life insurance shall be up to a maximum of Eleven Hundred Dollars (\$1,100.00) per month.
  - A. UEBT (Plan A6) (medical), UEBT (Plan D5) (dental), UEBT (Plan V3) (Vision) shall be the only plan available to members of the bargaining unit. Eligibility for coverage requires a minimum of 40 hours of compensation per month. Hours worked includes regular hours and overtime hours worked by the employee in a given calendar month.
  - B. The maximum employer contribution towards the premium is specified in Sections 20.1 and

20.2 above and the employee shall pay the difference between the employer maximum contribution and the total premium rate.

- 20.3 Said insurance shall be for employee and dependent medical, dental, vision and life insurance.
- 20.4 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.
- 20.5 Effective for 2024, the medical benefits package is subject to the provisions and actions of the Yakima County Employee Benefits Committee and subject to the final decisions of the Board of County Commissioners.

### **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 direct deposit of all employee pay.
- 21.2 Each employee shall receive an itemized statement of earnings and deductions, specifying the employee's wage rate, hours paid, and other compensation payable to the employee as well as any and all deductions from the employee's gross wages for the pay period.
- 21.3 Upon termination, an employee shall receive compensation due in accordance with the terms and conditions of this Agreement no later than the pay period following the termination.

### **ARTICLE 22 - EDUCATIONAL INCENTIVE - CONTINUED EDUCATION**

- 22.1 All employees within the bargaining unit attending school may receive tuition expense

reimbursement provided that:

- A. They receive prior approval of the Director;
- B. Course work is completed in a field of study approved by the Director;
- C. A final passing or better grade for the course (e.g., 2.0 on a 4.0 scale, or seventy percent (70%) on a one hundred percent (100%) scale, etc.);
- D. The employee is not eligible to receive monies under other education subsidy programs such as the G.I. Bill, Veteran's Administration, the Safe Street Act or other similar programs utilizing state, federal and/or private funds. Such reimbursement, however, will be limited to the amount of the tuition fee and books for any given credit load at the nearest state supported college or university. A report of this schooling shall be placed in each employee's personnel file.

- 22.2 Any employee who is granted an educational leave shall be required to repay the non-salary costs paid by the Employer in the event of the employee's voluntary termination of employment within one (1) year of completing such leave. If any employee voluntarily terminates his employment during the second (2nd) full year following compensation of the educational leave, one-half (1/2) of the non-salary costs expended by the Employer shall be reimbursed.
- 22.3 Any employee attending a school under the provisions above shall be required prior to leaving for the school to sign a statement containing the repay terms. The repay provisions shall not apply to the Basic Law Enforcement Training course or to other short term training courses which the employee is required by the Director to attend.
- 22.4 Time spent in classes or other study shall not be considered to be time worked for overtime or other pay purposes except for time spent in classes for County assigned training.
- 22.5 When employees are required by the Employer to attend continued education or departmental training, the Employer shall make every reasonable good faith effort to schedule such training during the employee's regularly scheduled shift or adjust said employee's shift to provide said training during the adjusted shift.

### **ARTICLE 23 - GENERAL PROVISIONS**

- 23.1 No employee shall be unlawfully discriminated against for upholding Union principles and activities provided such activities do not interfere with the employee's duties.
- 23.2 Union Investigation and Visitation Privileges: The Business Representative of the Union will notify the Director or his designee of on-site visitations with the Director. The representative shall limit his activities to matters relating to this Agreement; provided, however, he will not interfere with the operation of the normal routine of the Department.
- 23.3 Teamsters Local Union #760 shall be entitled to the use of the employee bulletin board, at the Employer work locations.
- 23.4 Safety: Safe and healthful working conditions are recognized as mutually beneficial to the

employees and Employer. Employees may report what they believe to be an unsafe and unhealthy working condition to Management. Management shall investigate the report.

- 23.5 Medical Exams: Any medical examination required by the Employer may be taken on Employer time and shall be paid by the Employer. The examination shall be administered by a physician or institution specified by the Employer.
- 22.6 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 the benefits provided in this Agreement.
- 23.7 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.
- 23.8 When any classification not listed on the wage schedule is established, the Employer shall designate a job classification and pay rate for the classification. Notice of establishment of the new classification shall be provided to the Union. In the event the Union does not agree that the rate of pay is correct, notice shall be given the Employer within fourteen (14) calendar days of receipt of the notice, requesting to negotiate the pay rate for the new classification. The negotiated pay rate shall be effective as of the date the new classification went into effect.
- 23.9 The Union recognizes the right of the Employer to establish reasonable Employer rules as he may deem necessary, provided that such rules are lawful. Employees shall be made aware of such rules established by the Employer.
- 23.10 The Employer may transfer, contract or subcontract the work performed by members of the bargaining unit covered by this Agreement for reasons of economy, efficiency of operation and/or reorganization. Before transferring, contracting or subcontracting any work as referred to above, the Employer shall first give the Union thirty (30) calendar days written notice and offer to meet and discuss the change. The notice and offer to discuss shall not impede or alter the Employer's right to transfer, contract or subcontract work. In the event that the Employer subcontracts work presently being performed by the bargaining unit, if possible, employees will be placed in similar employment in the County or with the subcontractor. In the event the County chooses to transfer, contract or subcontract the work performed by members of the bargaining unit covered by this Agreement for economic reasons, the Union will be given the opportunity to submit in writing a financial resolution. If the Union is able to submit a resolution that is cost neutral or saves the County money, the County will not subcontract the bargaining unit work in question.
- 23.11 Union Meetings: Recognizing the parties are mutually served by effective communications, the Director may allow employees time off without pay or to reschedule their working day; provided adequate staff is available to assure continuation of essential public services as determined by the Director.
- 23.12 Training: The Employer shall make every reasonable effort to afford all employees of the Department equal access to training related to that employee's position. When the employee successfully completes any job-related school, a record of such shall be kept in the employee's

personnel file.

- 23.13 Collective Bargaining: Recognizing the parties are mutually served by effective collective bargaining, the Director will allow three (3) bargaining unit employees to attend scheduled collective bargaining sessions on work time. The Director may approve additional staff to attend if necessary.
- 23.14 D.R.I.V.E. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a monthly basis for all months worked. The phrase “months worked” excludes any month other than a month in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee’s Social Security number and the amount deducted from that employee’s paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer’s actual cost for the expenses incurred in administering the weekly payroll deduction plan.

#### **ARTICLE 24 - EQUAL EMPLOYMENT OPPORTUNITY**

- 24.1 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 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 Department of Corrections. It is further agreed that the information in employee personnel files shall not be released to outside groups without the approval of the Director except under 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 personnel file relating to job performance or personal character within ten (10) calendar days of such action.
- 25.3 An employee may request that material other than yearly evaluations be expunged from his file. Decisions on such requests shall be made by the Director.
- 25.4 Upon appropriate request, an employee may inspect his personnel file subject to the following provisions:



- A. Inspection shall occur during non-working hours, including meal and break periods, or at a time and in a manner mutually acceptable to the employee and the County.
- B. Upon request, an employee who has a written grievance on file who is inspecting his personnel file with respect to such grievance, may have a representative present during such inspection.
- C. Copies of materials in the employee's personnel file shall be provided to the employee upon written request.

### **ARTICLE 26 - SAVINGS CLAUSE**

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

### **ARTICLE 27 - NO STRIKE - NO LOCKOUT**

- 27.1 Strikes, slowdowns, work stoppages, or any other interference with the work by the employees are prohibited.
- 27.2 The Employer may discharge and/or discipline any employee who violates Section 27.1. 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.
- 27.3 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.
- 27.4 No lockout of employees shall be instituted by the Employer.

### **ARTICLE 28 - UNIFORM AND EQUIPMENT SUPPLY AND UNIFORM CLEANING**

- 28.1 The County shall provide an initial compliment of uniform clothing and equipment to employees. The basic initial compliment of uniform clothing and equipment for employees shall be as follows:
  - A. One (1) Blazer/Sweater
  - B. Two (2) Vests
  - C. Three (3) Long Sleeve Shirts and Three (3) Short Sleeve Shirts; or any combination of six (6) shirts
  - D. One (1) Badge
  - E. Two (2) Name Pins
  - F. A shoe allowance per year not to exceed \$150.00
  - G. Three (3) pair of pants

The County shall provide any change in items of uniform clothing and equipment mandated by the Director. Uniforms shall initially be altered as needed without cost to the employee.

- 28.2 Probationary employees will be given the complement of uniform clothing and equipment the Director determines is necessary to perform their duties and responsibilities.
- 28.3 The County agrees to repair or replace defective and/or unserviceable uniform clothing or equipment. The determination as to defects or unserviceability shall be made by the Director or administrative staff.
- 28.4 Uniform Cleaning. The County agrees to provide for a contract cleaning arrangement whereby pickup service will be available. Cleaning shall be authorized for all uniforms worn in the course of employment. The County shall determine which cleaner will do cleaning and make disbursements directly to the contract cleaner(s). Pre-trial employees will have access to the County's paid dry cleaning.

### **ARTICLE 29 – SALARIES**

- 29.1 The Pay Plan Structure for 2023 and 2024 is described in Exhibit "A," which is attached hereto and incorporated herein by reference.
- 29.2 The Pay Plans for 2023 and 2024 are set forth in Exhibit "B," 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 B. This placement is final and binding on the parties and the employees.
  - 29.2.1 The Human Resources Department will determine and administer all calculations, placements and eligibility.
- 29.3 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.
  - 29.3.1 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. .
  - 29.3.2 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.

- 29.4 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).
- 29.5 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 (1%) percent 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 30- TERM OF AGREEMENT**

- 30.1 This Agreement shall become effective as of the first (1st) day of January, 2023, and shall remain in full force and effect through the thirty-first (31st) day of December, 2024.
- 30.2 If the parties have not reached agreement, then either party may request a mediator from the Public Employment Relations Commission (PERC). The determination of the mediator shall be advisory only and not binding on either party.
- 30.3 In the event that negotiations for a new agreement extend beyond the 31st day of December, 2024, the terms of this Agreement shall remain in full force and effect during the negotiation and mediation process.
- 30.4 The parties shall start negotiations in the fall of 2024, for the successor 2025 and perhaps beyond. CBA negotiations shall be conducted on mutually agreeable dates.

*[Signature page follows.]*

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**FOR THE UNION:**  
TEAMSTERS, LOCAL NO. 760

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

\_\_\_\_\_  
Leonard J. Crouch, Secretary Treasurer

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

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

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

: \_\_\_\_\_  
Jeremy Welch  
Interim Director, Department of Corrections

\_\_\_\_\_  
Jacqui Lindsay  
Director of Human Resources

Represented by:

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

**EXHIBIT “A”**  
**YAKIMA COUNTY TEAMSTERS LOCAL 760**  
**DEPARTMENT OF CORRECTIONS**  
**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>• Department of Corrections 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>• Department of Corrections 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. (See minimum percentage above in #2).</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>	<p>In 2024 employees will advance one step based on their step date subject to the provisions of this Exhibit.</p>
<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</li> </ol>

	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.
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1. All calculations shall be determined by the Human Resources Department. 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 the comparable counties for the Yakima County Benchmark 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 Premium**

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 “B”**  
**Department of Corrections Clerical and Supervisors 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
A13	8 hr	YR	37,956	38,715	39,489	40,279	41,085	41,906	42,745	43,599	44,471	45,361	46,268	47,193	48,137
	8 hr	MO	3,163	3,226	3,291	3,357	3,424	3,492	3,562	3,633	3,706	3,780	3,856	3,933	4,011
		HR	18.25	18.61	18.99	19.36	19.75	20.15	20.55	20.96	21.38	21.81	22.24	22.69	23.14
	7.5 hr	MO	2,965	3,025	3,085	3,147	3,210	3,274	3,339	3,406	3,474	3,544	3,615	3,687	3,761
	7.5 hr	YR	35,584	36,295	37,021	37,762	38,517	39,287	40,073	40,874	41,692	42,526	43,376	44,244	45,129
B21	8 hr	YR	41,328	42,154	42,997	43,857	44,734	45,629	46,541	47,472	48,422	49,390	50,378	51,386	52,413
	8 hr	MO	3,444	3,513	3,583	3,655	3,728	3,802	3,878	3,956	4,035	4,116	4,198	4,282	4,368
		HR	19.87	20.27	20.67	21.09	21.51	21.94	22.38	22.82	23.28	23.75	24.22	24.70	25.20
	7.5 hr	MO	3,229	3,293	3,359	3,426	3,495	3,565	3,636	3,709	3,783	3,859	3,936	4,014	4,095
	7.5 hr	YR	38,745	39,519	40,310	41,116	41,938	42,777	43,633	44,505	45,395	46,303	47,229	48,174	49,137
B22	8 hr	YR	44,699	45,593	46,505	47,435	48,384	49,351	50,338	51,345	52,372	53,420	54,488	55,578	56,689
	8 hr	MO	3,725	3,799	3,875	3,953	4,032	4,113	4,195	4,279	4,364	4,452	4,541	4,631	4,724
		HR	21.49	21.92	22.36	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.25
	7.5 hr	MO	3,492	3,562	3,633	3,706	3,780	3,856	3,933	4,011	4,092	4,173	4,257	4,342	4,429
	7.5 hr	YR	41,905	42,744	43,598	44,470	45,360	46,267	47,192	48,136	49,099	50,081	51,082	52,104	53,146
B23	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
B26	8 hr	YR	60,535	61,746	62,981	64,241	65,525	66,836	68,173	69,536	70,927	72,345	73,792	75,268	76,773
	8 hr	MO	5,045	5,146	5,248	5,353	5,460	5,570	5,681	5,795	5,911	6,029	6,149	6,272	6,398
		HR	29.10	29.69	30.28	30.88	31.50	32.13	32.78	33.43	34.10	34.78	35.48	36.19	36.91
	7.5 hr	MO	4,729	4,824	4,920	5,019	5,119	5,222	5,326	5,433	5,541	5,652	5,765	5,880	5,998
	7.5 hr	YR	56,752	57,887	59,045	60,226	61,430	62,659	63,912	65,190	66,494	67,824	69,180	70,564	71,975



**EXHIBIT “B”**  
**Department of Corrections Clerical and Supervisors 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	
A13	8 hr	YR	38,715	39,489	40,279	41,085	41,906	42,745	43,599	44,471	45,361	46,268	47,193	48,137	49,100
	8 hr	MO	3,226	3,291	3,357	3,424	3,492	3,562	3,633	3,706	3,780	3,856	3,933	4,011	4,092
		HR	18.61	18.99	19.36	19.75	20.15	20.55	20.96	21.38	21.81	22.24	22.69	23.14	23.61
	7.5 hr	MO	3,025	3,085	3,147	3,210	3,274	3,339	3,406	3,474	3,544	3,615	3,687	3,761	3,836
	7.5 hr	YR	36,295	37,021	37,762	38,517	39,287	40,073	40,874	41,692	42,526	43,376	44,244	45,129	46,031
B21	8 hr	YR	42,154	42,997	43,857	44,734	45,629	46,541	47,472	48,422	49,390	50,378	51,386	52,413	53,462
	8 hr	MO	3,513	3,583	3,655	3,728	3,802	3,878	3,956	4,035	4,116	4,198	4,282	4,368	4,455
		HR	20.27	20.67	21.09	21.51	21.94	22.38	22.82	23.28	23.75	24.22	24.70	25.20	25.70
	7.5 hr	MO	3,293	3,359	3,426	3,495	3,565	3,636	3,709	3,783	3,859	3,936	4,014	4,095	4,177
	7.5 hr	YR	39,519	40,310	41,116	41,938	42,777	43,633	44,505	45,395	46,303	47,229	48,174	49,137	50,120
B22	8 hr	YR	45,593	46,505	47,435	48,384	49,351	50,338	51,345	52,372	53,420	54,488	55,578	56,689	57,823
	8 hr	MO	3,799	3,875	3,953	4,032	4,113	4,195	4,279	4,364	4,452	4,541	4,631	4,724	4,819
		HR	21.92	22.36	22.81	23.26	23.73	24.20	24.69	25.18	25.68	26.20	26.72	27.25	27.80
	7.5 hr	MO	3,562	3,633	3,706	3,780	3,856	3,933	4,011	4,092	4,173	4,257	4,342	4,429	4,517
	7.5 hr	YR	42,744	43,598	44,470	45,360	46,267	47,192	48,136	49,099	50,081	51,082	52,104	53,146	54,209
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
B26	8 hr	YR	61,746	62,981	64,241	65,525	66,836	68,173	69,536	70,927	72,345	73,792	75,268	76,773	78,309
	8 hr	MO	5,146	5,248	5,353	5,460	5,570	5,681	5,795	5,911	6,029	6,149	6,272	6,398	6,526
		HR	29.69	30.28	30.88	31.50	32.13	32.78	33.43	34.10	34.78	35.48	36.19	36.91	37.65
	7.5 hr	MO	4,824	4,920	5,019	5,119	5,222	5,326	5,433	5,541	5,652	5,765	5,880	5,998	6,118
	7.5 hr	YR	57,887	59,045	60,226	61,430	62,659	63,912	65,190	66,494	67,824	69,180	70,564	71,975	73,415

## 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	Employee ID	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
Dept. of Corrections	DOC Teamsters (Clerical)	18210	Administration - Clerical	Office Specialist	B21-U24	06 - 19.73 USD	19.73	Administration - Clerical	Office Specialist II	B22	02	21.92	11.10%			
Dept. of Corrections	DOC Teamsters (Clerical)	16829	Administration - Clerical	Office Supervisor	B25/B32-U24	04 - 27.13 USD	27.13	Administration - Clerical	Office Supervisor II	B26	03	30.28	11.61%			
Dept. of Corrections	DOC Teamsters (Clerical)	21304	Administration - Clerical	Office Specialist	B21-U24	01 - 17.58 USD	17.58	Administration - Clerical	Office Specialist I	B21	01	19.87	13.03%			
Dept. of Corrections	DOC Teamsters (Clerical)	20159	Administration - Clerical	Office Specialist	B21-U24	01 - 17.58 USD	17.58	Administration - Clerical	Office Specialist I	B21	01	19.87	13.03%			
Dept. of Corrections	DOC Teamsters (Clerical)	18115	Administration - Clerical	Office Specialist	B21-U24	07 - 20.19 USD	20.19	Administration - Clerical	Office Specialist II	B22	04	22.81	12.98%			
Dept. of Corrections	DOC Teamsters (Clerical)	15188	Financial Services	Financial Specialist	B21-U24	14 - 23.74 USD	23.74	Financial Services	Financial Specialist II	B22	12	26.72	12.55%			
Dept. of Corrections	DOC Teamsters (Clerical)	14374	Financial Services	Financial Specialist	B21-U24	14 - 23.74 USD	23.74	Financial Services	Financial Specialist III	B23	08	26.54	11.79%			
Dept. of Corrections	DOC Teamsters (Clerical)	16183	Administration - Clerical	Office Specialist	B21-U24	09 - 21.15 USD	21.15	Administration - Clerical	Office Specialist II	B22	06	23.73	12.20%			
Dept. of Corrections	DOC Teamsters (Clerical)	14777	Administration - Clerical	Office Specialist	B21-U24	14 - 23.74 USD	23.74	Administration - Clerical	Office Specialist II	B22	12	26.72	12.55%			
Dept. of Corrections	DOC Teamsters (Clerical)	21316	Administration - Clerical	Office Support Technician	A13-U24	01 - 16.05 USD	16.05	Administration - Clerical	Office Support Technician	A13	01	18.25	13.71%			
Dept. of Corrections	DOC Teamsters (Clerical)	10400	Administration - Clerical	Office Specialist	B21-U24	14 - 23.74 USD	23.74	Administration - Clerical	Office Specialist I	B21	13	25.20	6.15%	4.65%	1.10	2,296.15
Dept. of Corrections	DOC Teamsters (Clerical)	21396	Administration - Clerical	Office Specialist	B21-U24	01 - 17.58 USD	17.58	Administration - Clerical	Office Specialist II	B22	01	21.49	22.24%			
Dept. of Corrections	DOC Teamsters (Clerical)	19824	Financial Services	Financial Specialist	B21-U24	03 - 18.41 USD	18.41	Financial Services	Financial Specialist II	B22	01	21.49	16.73%			
Dept. of Corrections	DOC Teamsters (Clerical)	14355	Administration - Clerical	Office Specialist	B21-U24	14 - 23.74 USD	23.74	Administration - Clerical	Office Specialist II	B22	12	26.72	12.55%			
Dept. of Corrections	DOC Teamsters (Clerical)	16521	Administration - Clerical	Office Specialist	B21-U24	14 - 23.74 USD	23.74	Administration - Clerical	Office Specialist I	B21	13	25.20	6.15%	4.65%	1.10	2,296.15
Dept. of Corrections	DOC Teamsters (Clerical)	20036	Administration - Clerical	Office Support Technician	A13-U24	03 - 16.84 USD	16.84	Administration - Clerical	Office Support Technician	A13	03	18.99	12.77%			
Dept. of Corrections	DOC Teamsters (Clerical)	16569	Financial Services	Financial Specialist	B21-U24	14 - 23.74 USD	23.74	Financial Services	Financial Specialist II	B22	12	26.72	12.55%			
Dept. of Corrections	DOC Teamsters (Clerical)	19554	Administration - Clerical	Office Support Technician	A13-U24	04 - 17.26 USD	17.26	Administration - Clerical	Office Support Technician	A13	04	19.36	12.17%			

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

## 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 approved 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 with Article 9.6.
2. An employee in a position reclassified to a classification in the same pay range shall receive no increase in pay.
5. 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.