

**Teamsters Local Union No. 760
(Affiliated with the International Brotherhood of Teamsters)**

and

**Yakima County Sheriff's Office Non-commissioned Administrative Staff Group
Collective Bargaining Agreement**

Effective January 1, 2023 through December 31, 2023.

Table of Contents

PREAMBLE	1
RECOGNITION	1
PRODUCTIVITY	1
ARTICLE 1 – UNION MEMBERSHIP AND DUES CHECK OFF	1
ARTICLE 2 - EQUAL EMPLOYMENT OPPORTUNITY	2
ARTICLE 3 - MANAGEMENT RIGHTS	2
ARTICLE 4 - MANUAL OF RULES AND PROCEDURES AND AGREEMENT	3
ARTICLE 5 - WORK WEEK SHIFTS	4
ARTICLE 6 - LABOR/MANAGEMENT RELATIONS.....	4
ARTICLE 7 - DISCIPLINE.....	4
ARTICLE 8 - GRIEVANCE PROCEDURE	5
ARTICLE 9 - UNIFORM & EQUIPMENT SUPPLY & UNIFORM CLEANING.....	7
ARTICLE 10 - PERSONNEL FILES.....	8
ARTICLE 11 - HOLIDAYS.....	9
ARTICLE 12 - PAID TIME OFF (PTO).....	9
ARTICLE 13 – GRANDFATHERED SICK LEAVE/EXTENDED SICK LEAVE (ESL).....	12
ARTICLE 14 - OTHER LEAVES.....	15
ARTICLE 15 - STRIKES AND LOCKOUTS	16
ARTICLE 16 - SAVINGS CLAUSE	17
ARTICLE 17 - SALARY AND OTHER COMPENSATION.....	17
ARTICLE 18 - MEDICAL BENEFITS	17
ARTICLE 19 – TEAMSTERS PENSION CONTRIBUTION	18
ARTICLE 20 - NEGOTIATION PROCEDURES	19
ARTICLE 21 - DURATION OF AGREEMENT.....	20
Exhibit “A” – Pay Plan Structure.....	A-1
Exhibit “B” – Pay Plan	B-1

AGREEMENT
between
Yakima County, Washington
And
Teamsters Local Union No. 760
Representing the
Yakima County Sheriff's Office Non-commissioned Administrative Staff Group

PREAMBLE

This Agreement is entered into by the Board of County Commissioners for Yakima County, Washington, hereinafter referred to as the "County" or "Employer", the Yakima County Sheriff, hereinafter referred to as the "Sheriff", and Teamsters Local Union No. 760, hereinafter referred to as the "Union", on behalf of employees of the Sheriff's Office covered by this Agreement.

RECOGNITION

The Employer recognizes the Union as the sole bargaining representative for the purposes of negotiating salaries, hours and working conditions for non-commissioned Administrative Professional Staff to include the Sheriff's Administrative Assistant, Senior Accountant and Senior Manager (aka Chief Civil Deputy). Excluded from this bargaining unit are all commissioned personnel, and all other employees not specifically listed.

PRODUCTIVITY

It is mutually agreed that the Employer and the Union shall work together individually and collectively to improve the efficiency of the Sheriff's Office.

ARTICLE 1 – UNION MEMBERSHIP AND DUES CHECK OFF

- 1.1 Each employee covered by this Agreement shall be eligible to become a member of the Union. Each employee hired on or after the effective date of this Contract shall be eligible to become a member of the Union.
- 1.2 Upon receipt of this written Check-Off Authorization Form from an employee, the Employer will deduct from the pay of such employee, each pay period, based on the rates, minimums and maximums identified by the union for monthly membership dues. In no event shall any charge be made to an employee which accrued prior to the date of hire or the date of execution of the Check-Off Authorization Card, or the date of execution of this Agreement, whichever is later. The full amount of monies so deducted by the Employer shall be forwarded to the Union monthly by check together with an alphabetized list showing names, Social Security Numbers and the amount of Union dues deducted from each employee.
- 1.3 The Employer shall make deductions for the current pay period membership dues only and shall not be responsible for the collection of any dues that may be in arrears.

Deductions will be promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to deductions covered thereby. The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.

1.4 Right of access - Union Representation

The Employer must provide the exclusive bargaining representative reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the employer, or at another time mutually agreed to by the employer and the exclusive bargaining representative. No employee may be mandated to attend the meetings or presentations by the exclusive bargaining representative.

- A. Access to the new employee occurs within ninety days of the employee's start date within the bargaining unit and,
- B. the access is for no less than thirty minutes; and
- C. the access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the employer and the exclusive bargaining representative.
- D. Nothing in this section prohibits the Employer from agreeing to longer or more frequent new employee access, but in no case may an employer agree to less access than required by this section.

ARTICLE 2 - EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers, and legal authority. All matters not expressly covered by the language of this Agreement or by state law, shall be administered for the duration of this Agreement by the Employer as the Employer from time-to-time may determine. Management prerogatives which are not subject to negotiations are inclusive of, but not limited to, the following matters:

- A. The right to establish lawful work rules and procedures.

- B. The right to schedule work and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of the public interest.
 - C. The right to appoint, transfer, suspend, discharge, lay off, recall, promote, or discipline employees as deemed necessary by the Employer as provided by this Agreement and/or as provided by the General Rules and Regulations of the Yakima County Civil Service Commission.
 - D. The right to determine the size and composition of the work force and to assign employees to work locations and shifts.
 - E. The right to determine what duties shall be performed by various Sheriff personnel.
 - F. The parties understand that incidental duties connected with operations, not enumerated in job descriptions, shall nevertheless be performed by the employee when requested by a supervisor.
 - G. The right to take actions as may be necessary to carry out Employer's services in emergencies.
- 3.2 Nothing in this Agreement shall be interpreted to restrict or limit the responsibilities of the Board of County Commissioners and the Sheriff to carry out services to the public.

ARTICLE 4 - MANUAL OF RULES AND PROCEDURES AND AGREEMENT

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

ARTICLE 5 - WORK WEEK SHIFTS

- 5.1 The Sheriff will determine the work week assignments for employees based on the Sheriff's assessment of availability of personnel and service requirements. Subject to the Sheriff's determinations, a work week may consist of five (5) days, four (4) days or a combination thereof with a variation in the number of hours per day. The Sheriff will make a reasonable effort to provide consecutive days off where possible.
- 5.2 Work Period and Overtime: Non-exempt hourly employees, who actually work in excess of forty (40) hours in a work week, shall receive overtime at the rate of time and one half their base hourly rate, either in compensation or by way of compensatory time off. Work performed includes time actually worked, compensatory time used, ESL time used and PTO time used. Washington State Paid Sick Leave (WPSL) is not included as hours worked for overtime purposes. Compensatory time shall be granted at such time and in such time blocks as are mutually agreed upon between the employee and Sheriff. Compensatory time accrued shall not exceed a maximum of sixty (60) hours.

Exempt employees shall be expected to work up to whatever number of hours are necessary to complete the work criteria established by the Sheriff. The parties have bargained and agreed that the Senior Manager and the Senior Accountant are exempt from the overtime provisions of the FLSA.

ARTICLE 6 - LABOR/MANAGEMENT RELATIONS

- 6.1 Positive and productive labor/management relations are important to both parties of this agreement. Employees representing the Union shall be granted release time (without loss of pay) for up to three (3) collective bargaining sessions provided such sessions do not interfere with the workflow in the Sheriff's Office. Workflow permitting, reasonable release time will also be granted for Labor-Management meetings concerning labor law issues between the parties and for the processing or investigation of grievances.

ARTICLE 7 - DISCIPLINE

- 7.1 The Senior Manager and Sheriff's Administrative Assistant are appointed positions and at-will employees who may be terminated without cause at any time and for any lawful reason. Employees terminated without cause will be given thirty (30) days' notice or thirty (30) days' **paid** administrative leave at the Sheriff's discretion. The Sheriff may discipline or discharge the Senior Accountant for just cause.
- 7.2 Disciplinary actions may include the following:
- A. Verbal reprimand,
 - B. Written reprimand,
 - C. Suspension without pay,
 - D. Discharge

- 7.3 The parties agree that progressive and escalating levels of discipline are preferable; provided, however, the Employer has the right to implement more serious disciplinary action for serious misconduct.
- 7.4 Written reprimands shall be removed from the member's personnel file in accordance with the required retention rules upon request, however, any reprimands older than eighteen (18) months shall no longer be considered active for the purpose of further progressive discipline provided no other written reprimands have been issued during the eighteen (18) month period. If there has been another written reprimand during the eighteen (18) month period, then both written reprimands shall remain in the employee's personnel file for an additional eighteen (18) months from the last written reprimand. Suspensions without pay, demotions and discharge documents shall remain permanently in the employee's personnel file.
- 7.5 No provision of this contract shall be construed to in any way limit the authority of the Sheriff to appoint or remove persons to or from unclassified positions.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.1 The parties hereto recognize the need for fairness and justice in the adjudication of grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly. If, however, a grievance cannot be resolved through normal means, the grievance will be settled as hereinafter provided.
- 8.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement.
- 8.3 Any employee who believes that he/she has a grievance arising out of the terms of this Agreement may personally, or through a Union representative, apply for relief under the provisions of this Article.
- 8.4 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance and that each will abide by the time limitations, unless waived or extended by mutual agreement of the parties to the grievance. "Days" as defined in this Article means "calendar days".
- 8.5 Either the employee or the Union, but not both may file a grievance. If an employee or the Union does not file a grievance within thirty (30) days of its occurrence or knowledge of its occurrence, then said employee or Union shall have waived all rights and remedies under this Article relating to said grievance. Failure to pursue a grievance to the next step renders final the determination. The Union, at its option, may file a grievance directly with the Sheriff. An employee may pursue a grievance up to Step 2 but the decision as to whether or not to arbitrate is retained solely by the Union, not the individual employee.

8.6 The parties agree an election of remedies must be exercised by the employee and the Union and that said employee as well as the Union shall not be provided a hearing before both the Civil Service Commission and an arbitrator regarding any disciplinary matter. In the event the Union chooses to pursue a discipline grievance to arbitration, then the appeal before the Civil Service Commission shall be dismissed prior to any proceedings to arbitration. Should an employee decline to withdraw his/her Civil Service Appeal, then the Union shall withdraw their grievance and the request for arbitration.

8.7 A grievance may be verbally presented by the aggrieved employee to the Sheriff or designee. The Sheriff or designee shall respond within five (5) days. If the matter is not satisfactorily resolved, then the employee may initiate a formal grievance in accordance with the following procedure which in any case, shall be done within thirty (30) days of the date of the occurrence.

8.8 The grievance procedure shall be as follows:

Step 1: The grievance shall be presented in written form to the Chief Criminal Deputy thirty (30) days from its occurrence. The Chief Criminal Deputy shall respond in writing within ten (10) days after receiving said grievance.

Step 2: If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within ten (10) days of the response in Step 1, above, the grievance in written form, shall be presented to the Sheriff. Thereafter, the Sheriff shall respond in writing to the aggrieved employee within ten (10) days after receipt of the grievance. The decision of the Sheriff shall be final and binding except in the case of arbitrations over the termination of the Senior Accountant which shall be the only matter subject to Step 3 below.

Step 3:

(a) Final and Binding Arbitration: If a grievance challenging the termination of the Senior Accountant has not been resolved at Step 2, the Union may refer such unsettled grievance 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) days after receipt of the Step 2 response.

(c) Arbitrator - Selection: After timely notice, the parties shall attempt to select an arbitrator by agreement. In the event the parties are unable to reach agreement on the appointment of an impartial arbitrator within seven (7) days from the receipt of the request for arbitration, the parties may jointly request that the Washington State Public Employment Relations Commission appoint an arbitrator. If the parties are unable to jointly agree to such request within three (3) days then either party may request that the Washington State Public Employment Relations Commission provide a list of eleven (11) qualified and approved non-staff or

private arbitrators from which list an arbitrator shall be selected by alternatively striking one (1) name from the list until one (1) name shall remain.

- (d) Decision - Time Limit: The arbitrator shall meet and hear the matter at the earliest possible date after his or her selection. After completion of the hearing, a decision shall be entered within thirty (30) days, unless an extension of time is agreed upon by the parties.
- (e) Limitation - Scope - Power of Arbitrator:
 - (i) The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the terms of this Agreement.
 - (ii) The arbitrator shall have the power to interpret and apply the terms of the Agreement and to determine whether there has been a violation of the terms of the Agreement.
 - (iii) The arbitrator shall consider and decide only the questions or issues raised at Step 1 and/or Step 2 and shall have no authority to determine other issues not so submitted. If the parties fail to agree on joint submission of the issue for arbitration, each party shall submit a separate submission and the arbitrator shall select from the issues submitted and determine the issue or issues to be heard and resolved.
 - (iv) The arbitrator shall have the authority to receive evidence and question witnesses and shall keep a verbatim record of testimony.
- (f) Arbitration Award - Damages - Expenses:
 - (i) The arbitrator shall not have the authority to award punitive damages.
 - (ii) Each party hereto shall pay the expenses of their own representatives, witnesses and other costs associated with the presentation of their case. The cost and expense of the arbitrator shall be borne equally by the parties.
 - (iii) Any dispute over the arbitrator's remedy shall be returned to the arbitrator for resolution.

ARTICLE 9 - UNIFORM & EQUIPMENT SUPPLY & UNIFORM CLEANING

9.1 The County shall maintain the complement of clothing and equipment issued to each member of the Union with the exception of those items for which an allowance is provided.

A. One (1) Coat

- B. One (1) Sweater
- C. Up to five (5) short or long sleeve polo shirts
- D. The County will pay each employee in the bargaining unit one hundred fifty dollars (\$150.00) in additional compensation each year to be included in the February paycheck, as a footwear allowance. In addition, the County will pay each employee in the bargaining unit two hundred fifty dollars (\$250.00) in additional compensation in the February paycheck as a pants allowance. Black footwear and OD green pants (black for Senior Accountant) shall be of a professional style, appearance and quality and are subject to approval by the Sheriff or designee. One pair of pants must be a more formal slack for formal or special occasions.
- E. Additionally, the Chief Civil Deputy shall be supplied a full, formal, dress uniform, style to be determined by the Sheriff.

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

- 9.2 Personal property of any employee which is lost, destroyed, or damaged in the line of duty not caused by the direct or sole negligence of the employee shall be replaced at County expense subject to the Sheriff's approval.
- 9.3 The County agrees to repair or replace defective and/or unserviceable clothing and equipment. The determination as to defects or unserviceability shall be made by the Sheriff.

ARTICLE 10 - PERSONNEL FILES

- 10.1 Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including personal photographs, may be confidential and the Employer may restrict the use of information in the files to internal use by the Sheriff's department and Human Resources department. It is further agreed that the information in the employee personnel file shall not be released to outside entities without the approval of the Sheriff except in response to a Public Disclosure Act request and/or an appropriate court order. The employee shall be notified three (3) days prior to the release of any information from the personnel file in this circumstance. However, these provisions do not restrict the Employer from utilizing any of the information in the employee's personnel files or elsewhere with respect to disciplinary actions, grievances and/or any other proceedings wherein the information would be relevant to the particular proceeding.
- 10.2 The employee will be entitled to inspect his/her personnel file at a reasonable time upon at least one day's notice to the Human Resources Department. Electronic copies of materials in an employee's personnel file shall be provided to the employee upon request. Pre-employment information such as reference checks and responses or information

provided to the employer subject to the specific requests by the provider that the material remain confidential, shall not be subject to inspection or copying by the employee or their representative.

ARTICLE 11 - HOLIDAYS

11.1 The following days shall be observed as legal paid holidays:

January 1 - New Year's Day; 3rd Monday in January - Martin Luther King Day; 3rd Monday in February - President's Day; last Monday in May - Memorial Day; June 19 – Juneteenth; July 4 - Independence Day; 1st Monday of September - Labor Day; November 11 - Veteran's Day; 4th Thursday in November - Thanksgiving Day; the day following Thanksgiving Day; December 25 - Christmas Day

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

11.3 Any employee who is on medically authorized leave when a holiday occurs will receive a day's pay for that holiday and will not have their sick leave accrual charged, provided that an employee absent due to sickness who has exhausted their paid leave shall not receive the holiday pay.

ARTICLE 12 - PAID TIME OFF (PTO)

12.1 **PTO Leave:** PTO leave is earned by regular full-time 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 = 15th 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 semi-monthly 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, 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 leave shall be accumulated and credited in the following manner:

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

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 date) nor PTO accruals will be adjusted. Employees on an unpaid leave of absence and not on a leave covered by FMLA or Workers Compensation will not accrue PTO leave and their accrual date will be adjusted if the employee is in leave without pay status and the leave without pay status exceeds fifty percent (50%) of their regularly scheduled hours for the pay period.

12.6 Computation of Payment:

- A. All accumulated PTO leave is paid when an employee leaves employment of Yakima County for any reason, provided the employee has served six (6) consecutive months of employment and adequate notice has been given. Adequate notice for employees resigning from County employment is defined as written notice submitted at least fourteen (14) calendar days prior to termination of employment. In case of death, accumulated leave is paid to the estate of the employee. Payment of the accumulated PTO leave is calculated by multiplying the employee's base hourly rate, at the time of termination, times the total number of accumulated PTO leave hours.

12.7 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 far in advance as possible and notify the Employer of unplanned absences as early as possible, in order to receive approval by the Department Head.
 - 1) With the approval of the Department Head, 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 and/or request it in Workday. The supervisor shall consider the request and shall approve or deny it. Employees must comply with the leave request/reporting requirements for leave used in conjunction with state and federal leave laws. A medical release may be required before the employee is permitted to return to work if the employee has been absent more than three (3) consecutive days due to the employee's injury or illness.
- 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.

12.8 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, or child, as defined in the County Family and Medical Leave policy, who has an extraordinary or serious illness or injury which requires the employee's attendance or direct care; and
- C. Have depleted or shortly will deplete all leave reserves (PTO leave, sick leave, or compensatory time); and
- D. Have diligently attempted to accrue PTO leave; and
- E. Not be eligible for industrial insurance benefits; and
- F. Notify the Employer if the employee is receiving short term or long-term disability benefits and sign a waiver that allows the Employer to disclose such information to potential donor employees.

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

The donating employee may not request a transferred amount that would result in his/her leave balance falling below ten (10) days. Unused leave is returned to donating employees on a pro rata basis.

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

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

- 13.1 Eligibility: Grandfathered Sick leave is available for use by employees after having served one (1) consecutive month of employment. Accumulated grandfathered sick leave is canceled automatically upon separation from employment, except upon retirement or death.
- 13.2 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 Section 18.5, below, but grandfathered sick leave will cease to accrue. This bank no longer exists for accruals.
- 13.3 Computation of Payment: Grandfathered Sick leave shall be charged at a rate equal to the time absent from the normally assigned shift.
- A. Part day sick leave shall commence at the time the employee leaves the work area and shall end at the time the employee returns to the work area.
 - B. Upon separation from employment, any unused sick leave shall be forfeited and will not be paid as separation pay, except in the case of death or retirement under the County’s PERS, PSERS, or LEOFF retirement systems. Upon retirement, twenty-five percent (25%) of the employee’s accumulated sick leave shall be paid to the employee’s HRA VEBA Trust Account. Upon death, twenty-five percent (25%) of the employee’s accumulated sick leave shall be paid to his/her estate. Payment of accumulated sick leave is calculated by multiplying the employee’s base hourly rate times twenty-five percent (25%) of the employee’s accumulated sick leave hours. All payments of accumulated sick leave are based on the employee’s April 1, 2017, base hourly rate.
- 13.4 Use: Sick leave may be taken for any of the following reasons:
- A. Illness or injury or temporary disability (such as during pregnancy) which incapacitates the employee to the extent that work can no longer be performed.
 - B. Doctor appointments for employees or dependents under the age of eighteen (18).
 - C. When the employee’s attendance is required to care for the employee’s spouse, registered domestic partner, child, step-child, parent, parent-in-law, or grandparent with a health condition requiring treatment or supervision, or for medical emergency purposes.
 - D. An employee may use accrued sick leave if the employee’s attendance is required to care for a brother, sister, grandchild, or step-grandchild, which leave shall be limited to three days in any one instance. Sick leave may not be used to care for an aunt, uncle, cousin, niece or nephew, unless living in the employee’s household, in which case the three-day limitation would apply.

- E. Employees may only use the actual number of days sick leave accumulated.
- F. Sick leave cannot be claimed for the employee on PTO leave or compensatory time, unless the employee immediately notifies the Employer of the illness. Upon return to work, the employee may be required by the Employer to present a written doctor's certification stating the nature, extent and length of the illness.
- G. Employees may use five (5) days of sick leave for bereavement leave for death in the immediate family. "Immediate family" includes only persons related by blood or marriage or legal adoption, specifically and limited to wife, husband, registered domestic partner, parent, parent-in-law, grandparent, brother, sister, child, stepchild, grandchild or step-grandchild of the employee, not aunt, uncle, cousin, niece, or nephew, unless living in the employee's household.

13.5 Reporting: Any employee who, for any reason, must take sick leave shall, as soon as possible, notify his/her immediate supervisor or Department Head. 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.

13.6 Workers Compensation:

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

13.7 **The Extended Sick Leave Program shall be administered as follows:**

Extended Sick Leave (ESL) is earned by regular full-time employees of Yakima County at the rate of ½ work day (4 hours – 8 hour employee; 3.75 – 7.5 hour employee) for each month of completed service. Regular part-time employees earn ESL on a pro-rated basis according to the hours budgeted for the position. ESL accruals are split on a semi-monthly basis. ESL leave accrual does not occur in any month in which the employee is in leave without pay status for more than fifty percent (50%) of their regularly scheduled work hours.

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

- A. An employee is eligible to use available ESL when the employee has:
- An extended illness or injury lasting more than ten (10) consecutive work days (cannot be used for intermittent absences);
 - A qualified family member with an extended illness or injury lasting more than ten (10) consecutive work days (cannot be used for intermittent absences);
 - Served thirty (30) consecutive days of employment; and
 - Used 5 work days or 40 hours of PTO, SL, CT, or LWOP.
- B. Upon separation from employment with Yakima County, any unused ESL is forfeited without payment.
- C. 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 recalled within the layoff period after a reduction in force will have their accumulated ESL bank hours restored.
- D. 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.
- E. Computation of Payment. ESL shall be charged at a rate equal to the time absent from the normally assigned shift.
- F. Use. ESL may be taken under the following conditions:
- 1) With the approval of the Department Head or Elected Official, an employee may take all or any portion of the employee's available ESL. Employees are not permitted to use ESL in excess of their available balance.
 - 2) ESL may only be used for the employee's own illness or injury or for the following family members: spouse, 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 Workday. The supervisor shall

consider the request and shall approve or deny it. A medical release may be required before the employee is permitted to return to work.

- 13.8 The Employer reserves the right to change provisions of this Article to assure compliance with the Federal and State leave laws.

ARTICLE 14 - OTHER LEAVES

- 14.1 Requests for leave of absence without pay may be granted by the Elected Official or Department Head for a period not to exceed six (6) months. The employee shall submit a request for leave without pay, in writing, to the Elected Official or Department Head stating the reason for the request and expected length of the absence.

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.

Leave of absence without pay up to three (3) months will be granted to an employee on sick leave who has exhausted accumulated sick leave and PTO leave, provided that the employee submits a written doctor's certification of continued medical inability to perform job functions on a monthly basis. If the employee is unable to return to work in three (3) months, the Department Head or Elected Official or his designee may grant up to an additional three (3) months without pay.

- 14.2 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 or she is on Military Leave with pay, the employee shall receive his/her regular pay, plus the amount of his/her military pay.

Regardless of status, any employee who voluntarily, or upon demand, leaves a position other than temporary 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 or 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. This type of leave will not be charged against any other leave accrued, and there will be no deduction in regular compensation for absence. All fees received for jury duty will be forfeited by the employee, except those received for payment of mileage and other related travel expenses. An employee shall not receive Court Leave for civil cases where the employee is a party in a legal dispute, unless the dispute is related to actions taken by the employee while performing or purporting to perform duties in the course of employment with the County.
 - C. Special Meetings and Training: Whenever it is deemed in the best interest of the County, an employee may be granted time off with pay to attend professional, technical institutes, conferences, or special educational training directly appropriate to the employee's position. An employee shall be granted time off with pay to attend special meetings and training when necessary to the maintenance of skills and certification required by the Employer.
 - D. Educational Leave: At the discretion of the Department Head, leave with or without pay may be granted for job-related educational leave for a maximum period of ninety (90) days, unless otherwise authorized by the Board of County Commissioners. A written request for educational leave may be made by a regular employee, as far in advance as possible, stating all pertinent details and length of time requested. A written reply to grant or deny the request will be made by the Department Head within thirty (30) days, whenever possible.
- 14.3 Pregnancy Leave: Leaves of absence resulting from childbirth or temporary disability due to pregnancy shall be authorized in accordance with the Yakima County Pregnancy Leave Policy.

ARTICLE 15 - STRIKES AND LOCKOUTS

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

ARTICLE 16 - SAVINGS CLAUSE

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

ARTICLE 17 - SALARY AND OTHER COMPENSATION

- 17.1 The Pay Plan Structure for 2023 is described in Exhibit “A”, which is attached hereto and incorporated herein by reference.
- 17.2 The base pay plan for bargaining unit employees is set forth in Exhibit “B” which is attached hereto and incorporated herein by reference. The initial salary grid placement of employees covered by this agreement shall be as follows:

Sheriff's Administrative Assistant - C42, Step 1

Senior Accountant – C45, Step 1

Senior Manager – D64, Step 1

ARTICLE 18 - MEDICAL BENEFITS

- 18.1 Insurance will be provided through a carrier as determined by the County. The Employer contribution for premium cost will be up to \$1,000.00 (One Thousand Dollars) per month.

Employees can waive medical coverage; however, contributions may still be required for the mandatory Dental, Basic Life Insurance and Basic Long-Term Disability (LTD). The Employer shall contribute only the premium amount for the mandatory Dental, Basic Life Insurance and Basic LTD for employees that waive medical coverage.

- 18.2 Said insurance shall be for employee and dependent medical, dental, vision, basic life insurance and basic long term disability.
- 18.3 The Employer shall determine which insurance programs and benefits may be continued or implemented from time to time. If there are changes in the insurance programs, the Employer will notify the Union of said changes. Said notification shall not interfere or hinder the right of the Employer to change the benefit structure, benefit level, and/or premium level.
- 18.4 If the insurance company or companies providing the above-referenced benefits notifies the Employer of changes in the premium structure and/or benefit levels, then and in that event the Union and employees shall comply with said changes if requested to do so by the Employer.

- 18.5 Any disputes, disagreements and/or claims regarding insurance coverage and/or policies between an employee and an insurance carrier and/or administrator are not grievable by the Union and/or the employee.
- 18.6 The Company and Union hereby agree to create a Letter of understanding for RWT Plus XI retiree health and welfare plan if the Trust accepts the Union petition to allow the Bargaining Unit to participate. If accepted the Bargaining Unit members shall fund the premiums by way of payroll deduction.

ARTICLE 19 – TEAMSTERS PENSION CONTRIBUTION

- 19.1 Effective as designated below; the Employer shall remit the amounts stated below to the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit for every hour for which compensation was paid not to exceed 2080 hours per calendar year. Said amounts are to be computed monthly. This provision will go into effect as soon as administratively possible after ratification which the parties understand may take up to four or five pay periods. **Contribution Rates:**

Administrative Assistant (Program Coordinator III)

Effective Date	Basic Contribution Rate	PEER 84 Contribution Rate	Total Contribution Rate
	<u>\$0.25</u>	<u>\$0.02</u>	<u>\$0.27</u>

Accountant III

Effective Date	Basic Contribution Rate	PEER 84 Contribution Rate	Total Contribution Rate
	<u>\$.25</u>	<u>\$0.02</u>	<u>\$.27</u>

Senior Manager IV

Effective Date	Basic Contribution Rate	PEER 84 Contribution Rate	Total Contribution Rate
	\$2.25	\$0.11	\$2.36

19.1.1 The total amount due for each calendar month shall be remitted in a lump sum not later than twenty days after the last business day of the month. If the Employer fails to make monetary contributions as required, such shall be a breach and the Union without liability, therefore, may implement any economic persuasion deemed expedient and such shall not be a violation of this Agreement.

19.1.2 The Employer agrees to abide by the rules established by the Trustees of said Trust Fund to facilitate the accurate determination of hours for which contributions are due, prompt, and orderly collection and accurate reporting and recording of amounts paid. Upon Union request, a copy of Pension transmittals shall be posted on the bulletin board.

19.1.3 If during the life of this Agreement the Trust completes the process to allow

pension payment to be deposited via electronic transmittal, Yakima County will have the opportunity to participate in the program.

- 19.2 The parties recognize that pension contributions remitted 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 20 - NEGOTIATION PROCEDURES

- 21.1 The parties agree to commence negotiations for a subsequent collective bargaining agreement approximately six (6) months before the expiration date. Meetings will be established on a mutually acceptable basis.

ARTICLE 21 - DURATION OF AGREEMENT

21.1 This Agreement is effective January 1, 2023 and shall continue in effect through December 31, 2024. IN WITNESS WHEREOF, the parties have set their hands this _____ day of _____,

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

FOR THE EMPLOYER:
Board of Yakima County Commissioners

Leonard J. Crouch
Secretary Treasurer

LaDon Linde, Chair

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

Amanda McKinney, Commissioner

Kyle Curtis, Commissioner

Robert Udell, Yakima County Sheriff

Jacqui Lindsay, Human Resources Director

Colin R. Boyle, Labor Attorney
(Approved as to Form)

Attest:

Julie Lawrence, Clerk of the Board *or*
Erin Franklin, Deputy Clerk of the Board

Exhibit “A”
YAKIMA COUNTY
2023 PAY PLAN STRUCTURE
Yakima County Sheriff’s Office Non-Commissioned Administrative Staff Group

Pay Plan Design:	<p>The General Union Pay Plan contains:</p> <ol style="list-style-type: none"> 1. Thirteen (13) steps versus 14 steps to provide for a true midpoint: <ul style="list-style-type: none"> • Step 7 will be the pay plan midpoint 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"> • General Union Pay Plan – 10.8% 3. There is a 2% spread calculation between each step for the term of the agreement only.
2023 Placement Methodology:	<ol style="list-style-type: none"> 1. Effective date will be January 1, 2023, subject to the CBA being ratified by the Bargaining Unit then being presented at an Agenda for BOCC ratification and 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. 2. General Placement: Employees will be placed into their respective new pay plans inclusive of re-grading, at the step that gives a minimum increase of: <ul style="list-style-type: none"> • General Union Pay Plan – 10.8% 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> 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

	<p>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>
2023 Step Increases:	<ol style="list-style-type: none"> 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. 2. Employees at the maximum step are not eligible for step increases but are eligible for general pay plan increases.
Step Dates:	<ol style="list-style-type: none"> 1. All Employees eligible for and receiving a step increase on July 1, 2023, will have their future step increase date set to July 1st in any future years, if available. 2. Employees will be eligible for a step increase based on their Continuous Service Date <ul style="list-style-type: none"> ○ Continuous service dates may be adjusted for periods of leave without pay unless protected by Federal or State law. 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. 4. Employees hired on or after January 1, 2023, will have their future step dates set 12 months from their date of hire.

Exhibit “B”
YSO Non-Commissioned Administrative Staff Group Pay Plan 2023
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
C42	8 hr YR	66,078	67,400	68,748	70,123	71,525	72,956	74,415	75,903	77,421	78,969	80,549	82,160	83,803
	8 hr MO	5,507	5,617	5,729	5,844	5,960	6,080	6,201	6,325	6,452	6,581	6,712	6,847	6,984
	HR	31.77	32.40	33.05	33.71	34.39	35.07	35.78	36.49	37.22	37.97	38.73	39.50	40.29
	7.5 hr MO	5,162	5,266	5,371	5,478	5,588	5,700	5,814	5,930	6,049	6,169	6,293	6,419	6,547
	7.5 hr YR	61,948	63,187	64,451	65,740	67,055	68,396	69,764	71,159	72,582	74,034	75,514	77,025	78,565
C45/C52	8 hr YR	82,872	84,530	86,220	87,945	89,703	91,498	93,327	95,194	97,098	99,040	101,021	103,041	105,102
	MO	6,906	7,044	7,185	7,329	7,475	7,625	7,777	7,933	8,091	8,253	8,418	8,587	8,758
	8 hr HR	39.84	40.64	41.45	42.28	43.13	43.99	44.87	45.77	46.68	47.62	48.57	49.54	50.53
D64/D71	8 hr YR	102,604	104,656	106,749	108,884	111,061	113,283	115,548	117,859	120,216	122,621	125,073	127,575	130,126
	MO	8,550	8,721	8,896	9,074	9,255	9,440	9,629	9,822	10,018	10,218	10,423	10,631	10,844
	8 hr HR	49.33	50.32	51.32	52.35	53.39	54.46	55.55	56.66	57.80	58.95	60.13	61.33	62.56