

**2023-2024 Memorandum of Agreement**

**by and between**

**YAKIMA COUNTY, WASHINGTON  
and  
INDEPENDENT LOCAL NO. 1**

**covering**

**COUNTY ROADS DEPARTMENT MAINTENANCE AND OPERATIONS, CONSTRUCTION  
AND ER&R,  
AND PUBLIC SERVICES UTILITY EMPLOYEES**

**For CBA effective January 1, 2023 – December 31, 2024**

Yakima County, hereinafter referred to as the Employer, and Independent Local No. 1, hereinafter referred to as the Union, agree to adopt this Memorandum of Agreement (MOA) and agree that the provisions of this MOA will be included as part of the 2023-2024 Collective Bargaining Agreement (CBA).

This MOA memorializes the correction to the 2023-2024 collective bargaining agreement article regarding Extended Sick Leave (ESL) use. Language was added that requires employees to use all of the grandfathered sick leave prior to being eligible to use ESL. This has not been the practice for this leave bank and was not intended to be changed.

The parties acknowledge that these amended provisions addressing these special circumstances have been agreed upon in accordance with Chapter 41.56, RCW.

The Employer and the Union agree that the provisions as set forth in this MOA supersede any conflicting provisions in the Collective Bargaining Agreement (CBA) covering the period of January 1, 2023-December 31, 2024.

This language replaces the entire Section for the remaining term of the CBA January 1, 2023-December 31, 2024.

**The following language in Section 18.9.2 shall be replaced effective January 1, 2023.**

18.9.2 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
- ~~exhausted all available sick leave hours; and~~
- used 5 work days or 40 hours of PTO, SL, or LWOP.

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

**FOR THE EMPLOYER:  
Yakima County**

\_\_\_\_\_  
LaDon Linde, Chairman  
Board of Yakima County Commissioners

\_\_\_\_\_  
Amanda McKinney, Commissioner  
Board of Yakima County Commissioners

\_\_\_\_\_  
Kyle Curtis, Commissioner  
Board of Yakima County Commissioners

\_\_\_\_\_  
Lisa Freund, Director of Public Services

\_\_\_\_\_  
Matt Pietrusiewicz, County Engineer

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

Represented by:

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

**FOR THE UNION:  
Independent Local No. 1**

\_\_\_\_\_  
Robert Hurst, President  
Independent Local No. 1

\_\_\_\_\_  
Shawn Davis, Vice President  
Independent Local No. 1

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