

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**

Effective

January 1, 2023, through 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 agreements between the Employer and the Union regarding the issues described below, and the parties acknowledge that these issues have been agreed upon based on negotiated language in accordance with RCW 41.56.

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, to December 31, 2024.

This agreement comes as a result of the agreement between the Employer and Union regarding:

- The date that employees receive step increases to be the first of a pay period instead of the actual anniversary date of hire.
- The settlement of Article 15 Layoff and Recall to return to current contract language.

This language replaces Article 15 and the entire Exhibit A effective December 1, 2023, for the remaining term of the 2023-2024 CBA.

The following language will replace Article 15 – Layoff and Recall

ARTICLE 15 - LAYOFF AND RECALL

15.1 Layoff:

15.1.1 The Public Services Director or County Engineer and/or the Board of County Commissioners shall be the sole determiners of when layoffs are necessary. The Employer may lay off employees when such action is determined to be necessary by reason of lack of work, lack of funds or reorganization of the Public Services Department. The Public Services Director or County Engineer shall have the right to determine by job classification the number of employees to be reduced. The Union will be notified of the specific job classifications in which layoffs will take place and the number of employees in those job classifications who are designated for layoff status.

15.1.2 If the Public Services Director or County Engineer and/or the Board of County Commissioners determines that a layoff is necessary within certain job classifications, then and in that event, employees in the affected job classification shall be laid off in the following order:

- (1) Temporary, seasonal or casual employees;
- (2) Probationary employees;
- (3) Regular part-time and regular full-time employees- Regular part-time and regular full-time employees shall be reduced by laying off the least senior employee within the affected job classification in accordance with the above, providing that the remaining senior employees have the necessary job skills to perform the variety of tasks required of that classification.
- (4) Employees on leave are subject to layoff procedures.

In regard to this Provision 14.1.2, if the employees affected are Public Services employees, then the Public Services Director and/or the Board of County Commissioners shall determine if layoffs are necessary; and which classifications within this provision will be laid off. If the employees affected are County Roads employees, then the County Engineer and/or Board of County Commissioners shall determine if layoffs are necessary; and which classifications within this provision will be laid off.

15.1.3 Bumping: Any employee who is laid off by a reduction in the work force shall have the right to retreat to his last previously held job classification or a position in a lower classification for which he/she is qualified thereby "bumping" the least senior employee within that classification provided that the retreating employee is capable of performing that work as determined by the Public Services Director or County Engineer, and further provided that the remaining senior employees and/or retreating employees have the necessary job skills, ability and qualifications to perform the variety of tasks required of that classification. In the event of a situation where the Department Director ascertains that Department efficiency would be impaired by lay-off of a less senior employee, the County may retain that employee. A retreating employee shall maintain his seniority and be paid at the wage range of the lower classification to which he is retreating at a level

which shall be determined by the accumulation of his seniority in both positions (*i.e.*, the position he was laid off from and the position he is retreating to). An employee "bumped" by a retreating employee shall have the right to also retreat in compliance with the preceding procedure. Employees shall be provided with thirty (30) calendar days' notice of their lay-off status except in the event of an emergency.

15.2 Recall:

15.2.1 In the recall of employees, the last person laid off in the job classification will be recalled first, provided that said employee is qualified to perform the work needed in a satisfactory manner. Employees laid off will be eligible for recall for a period of one (1) year from the date of lay off. Employees shall notify the Employer, in writing, of their current address. An offer of recall shall be in writing and sent by certified mail to the last known address of the employee. The employee shall have been deemed to have received notice within three (3) working days after the County mailed said notice. An employee so notified must indicate his or her acceptance of said recall within five (5) calendar days of receipt of notice and shall be back on the job within five (5) calendar days of acceptance of said offer or forfeit all recall rights under this Article.

15.2.2 Employee rehired within twelve (12) months after layoff will have his previously accrued seniority prior to layoff restored; however, no time will accrue during the period in which the employee was on a layoff status.

The following language will replace Exhibit A of the collective bargaining agreement.

EXHIBIT "A"
YAKIMA COUNTY INDEPENDENT LOCAL NO. 1
2023-2024 PAY PLAN STRUCTURE

<p>2023 Pay Plan Design:</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"> • Independent Local No.1 Engineering Pay Plan – 18.9% • Independent Local No. 1 General Union Pay Plan – 10.8% 3. There is a 2% spread calculation between each step for the term of the agreement only.
<p>2024 Pay Plan Design:</p>	<ol style="list-style-type: none"> 1. The pay plan will maintain the 13 Step structure with Step 7 representing the pay plan midpoint. 2. Effective January 1, 2024, the pay plan will be increase by 2% at the pay plan midpoint (Step 7).

	<p>3. The pay plan structure will maintain the 2% spread calculation between each step.</p>
2023 Placement Methodology:	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • Independent Local No. 1 Engineering Pay Plan – 18.9% • Independent Local No. 1 General Union Pay Plan – 10.8% <p>3. Employees at Step 13 after placement into the new pay plans whose overall percentage increase is less than the minimum percentage show in #2 above, 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>
2023 Step Increases:	<p>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.</p> <p>2. Employees at the maximum step are not eligible for step increases but are eligible for general pay plan increases.</p>
2024 Step Increases:	<p>In 2024 employees will advance one step based on their step date subject to the provisions of this Exhibit.</p>
Step Dates:	<p>1. Employees eligible for and receiving a step increase on July 1, 2023, will have their future step increase date set to July 1st. 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.</p> <p>2. Employees will be eligible for a step increase based on their Continuous Service Date</p> <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.

	<p>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.</p> <p>4. Employees hired on or after January 1, 2023, will have their future step dates set 12 months from their date of hire. Steps will continue subject to budget accountability discussions in negotiations for successor CBAs. Budget accountability means if the approximate amount the Employer has available for potential wage increases, as an example only, is 5% and the value of the step increases for the employees countywide on average is 1.8%, then negotiations for potential general wage increase would relate to the difference of 3.2%. Other fiscal negotiations proposals may also be addressed in negotiations for a successor CBA.</p> <p>5. Effective December 1, 2023, employees will have their future step date set twelve (12) months from their hire date as shown below:</p> <ul style="list-style-type: none"> • Employees hired between the 1st and the 15th of the month will have their step date set as the 1st of that month. • Employees hired between the 16th and the end of the month will have their step dates set as the 16th of that month.
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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 of comparable agencies for all Yakima County classifications in the Decision Band Method classification structure. The market survey includes benchmark classifications for each occupational group. Salary Survey information is intended to be used prospectively, and shall not be used in establishing pay plans for the same year during which the salary survey is conducted. The Union will receive a copy of the completed survey for their review.

Market Premiums:

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

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

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

FOR THE UNION:

Shawn Davis, President

Kim Pfaff, Vice President

FOR THE EMPLOYER:

LaDon Linde, Chair
Yakima County Board of County Commissioners

Amanda McKinney, Commissioner
Yakima County Board of County Commissioners

Kyle Curtis, Commissioner
Yakima County Board of County Commissioners

Lisa Freund, Director of Public Services

Matt Pietrusiewicz, County Engineer

Judith Kendall, Acting Human Resources Director

Approved as to Form:

Deputy Prosecuting Attorney

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