

2023-2024 Memorandum of Agreement

BETWEEN

**COUNTY YAKIMA
BOARD OF COMMISSIONERS**

AND

COUNCIL 2, WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES

**REPRESENTING
LOCALS 87, 87P AND 87PS
Master Agreement**

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

Yakima County hereinafter referred to as the Employer, and Council 2, of the Washington State Council of County and City Employees, representing, Local 87, 87P, and 87PS, American Federation of State County and Municipal Employees, AFL-CIO, 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 13 Layoff and Recall to return to current contract language.

This language replaces Article 13 and the entire Exhibit A effective December 1, 2023, for the remaining term of the 2023-2024 CBA.

The following language will replace Article 13 – Lay-Off and Recall

ARTICLE 13 - LAY-OFF AND RECALL

13.1 The Board of County Commissioners and Elected Official or Department Head shall be the sole determiners of when layoffs are necessary. Although not limited to the following, layoffs shall

ordinarily be for lack of work, reorganization of the Department, and/or lack of funds. If it is determined that lay-offs are necessary, employees in the affected classification(s) will be laid off by department/office (*e.g.*, Treasurer's Office, Prosecuting Attorney's Office, Public Services Department), in the following order:

- A. Extra Help employees, inclusive of short term, intermittent, temporary student, casual, seasonal, and project workers;
- B. Probationary employees; and
- C. In the event of further reductions in force, employees will be laid off from within the affected job classifications, giving initial consideration to bargaining unit seniority; provided, however, consideration shall also be given to employee work history and performance as documented in the personnel file maintained by the Human Resources Department and the ability of retained employees to perform remaining work available without further training. When two or more employees have relatively equal performance, work experience, skill, and ability to do the work without further training, as determined by the Employer, the employee(s) with the least bargaining unit seniority will be laid off first.
- D. Employees shall be provided with thirty (30) calendar days' notice of their layoff status except in the event of an emergency.

- 13.2 Employees who are laid off shall be placed on recall status for a period of fifteen (15) months. If there is a recall, employees who are still on recall status shall be recalled in the inverse order of their layoff.
- 13.3 When an employee is recalled, the Employer will send a certified letter to the employee advising the employee of the recall. An employee interested in returning to work must respond within five (5) calendar days after receiving the letter, either by written communication to the Employer or by personal notification.
- 13.4 Employees on lay-off status who have been recalled to the classification from which they have been laid off and have refused shall be removed from recall status.
- 13.5 Benefits shall not accrue during lay-off. Employees recalled and who accept the recall within fifteen (15) months from the date of the layoff shall have previously accrued bargaining unit seniority, classification seniority, and sick leave prior to layoff restored. Recalled employees shall not be required to serve an additional six month probation period.

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

EXHIBIT “A”
AFSCME COURTHOUSE (MASTER)
2023-2024 PAY PLAN STRUCTURE

2023 Pay Plan Design:	<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"> • Department of Corrections General Union Pay Plan – 10.8% 3. There is a 2% spread calculation between each step for the term of the agreement only.
2024 Pay Plan Design:	<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). 3. The pay plan structure will maintain the 2% spread calculation between each step.
2023 Placement Methodology:	<ol style="list-style-type: none"> 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. 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"> • Department of Corrections 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

	<p>specific pay plan. If not, these employees will receive a one-time payment less deductions for the difference at the appropriate pay plan increase to ensure they receive the minimum increase represented in their specific pay plan. <i>(See minimum percentage above in #2).</i></p>
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.
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:	<ol style="list-style-type: none"> 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. 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. 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. 5. Effective December 1, 2023, employees will have their future step date set twelve (12) months from their hire date as shown below:

	<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 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.

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

FOR THE UNION:

Dusty Morford, Staff Representative
Council 2, Washington State Council
of County and City Employees

Kerrie Maybe, Local 87 President
Negotiations Team Member

Irene Niemi, Local 87 Vice President
Negotiations Team Member

Bellanira Kirby, Local 87P/87PS President

Lamont Wright, 87/87PS Vice President

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

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

Jacob Tate, County Assessor

Ilene Thomson, County Treasurer

Joseph Brusic, Prosecuting Attorney

Jessica Humphreys, Superior Court Administrator

Therese Murphy, District Court Administrator

Brian Griff, Facilities Director

Judith Kendall, Acting Human Resources Director

Approved as to Form:

Deputy Prosecuting Attorney