

2023-2024

LABOR AGREEMENT

By and Between

BOARD OF COUNTY COMMISSIONERS OF YAKIMA COUNTY,

THE COURT PROTECTION UNIT

And

TEAMSTERS LOCAL UNION #760

Affiliated with the International Brotherhood of Teamsters

Representing

Court Deputies and Court Deputy Sergeants

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 COURT PROTECTION UNIT 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 Court Protection Unit 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 Court Protection Unit. This bargaining unit shall be interest arbitration eligible pursuant to RCW 41.56.030(14)(i) definition of uniformed personnel referencing “court marshals” effective beginning January 1, 2024.

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 employee’s 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, and shall nevertheless be performed by the employee when requested by a court deputy sergeant.
 - 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 and County 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.
- 5.1.2 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.

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 have successfully completed probationary period. Such employees are entitled to pay for the position in accordance with the pay plan and pay plan structure and receive benefits subject to the terms 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 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 successfully completed a probationary period. Such employees are entitled to pay for the position in accordance with the 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) 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 for periods of unpaid leaves of absence, layoff, or disciplinary suspension that exceeds fifty percent (50%) of the employees scheduled work 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 Layoff:
- A. When reducing the work force, the Sheriff will lay off with the affected classification the employees in the reverse order of their bargaining unit seniority, provided that the remaining employees can perform the work needed in a satisfactory manner.
 - B. Employees on leave are subject to layoff procedures.
- 8.5 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.
- 8.6 Recall: Employees laid off 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/her bargaining unit 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/her 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) calendar days after the Employer mailed said notice. An employee so notified must indicate his/her acceptance of said re-employment within five (5) calendar days of receipt of notice. Employees recalled will be reinstated the first of a pay period. In addition, any employee who has been laid off shall be given first opportunity to qualify through whatever testing required for any vacant position within the bargaining unit, regardless of the existence of a current hire list. If a layoff occurs in a supervisory position, the employee subject to the layoff shall be allowed to move into any available vacant position within the supervised classification.

- 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.

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

- 9.1 The Employer will comply with the provisions of the Civil Service Rules and Regulations for Yakima County.
- 9.2 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.
- 9.3 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. Screening and testing will be carried out by the Yakima County Human Resources.
- 9.4 Whenever practicable, transfers shall be preceded by a thirty (30) calendar day notice to the affected employee.
- 9.5 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.

- 9.6 The Employer will conduct written employee performance evaluations during this work performance period.
- 9.7 Any employee, regular or probationary, who is promoted in the future 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 9.5 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 or PSERS retirement systems. 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 base hourly rate at the time of retirement or death.
- 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, 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, foster child, stepchild, 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 Sheriff. 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 an on-the-job injury may also use any accrued paid 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.

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|--|
| <p>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)</p> |
|--|

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;

- exhausted all available sick leave hours; and
- used 5 work days or 40 hours of PTO, 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:

10.7.7.1 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.

10.7.7.2 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. The Employer may grant a leave of absence for a period of up to six (6) consecutive calendar months. This period may be extended by the Civil Service Commission with recommendation of the Sheriff. Approval for such leave shall be in writing with a copy to the Union. One (1) employee who is a designated delegate for the Union shall be granted unpaid time off up to seven (7) calendar days once every five (5) years to attend the International Conference. The employee may elect, but shall not be required to use PTO time for this purpose. The Union shall notify the Employer of the conference dates prior to the bargaining unit shift bidding process and the Employer shall have the right to black out that period for vacation bidding by others.
- 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 = 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 (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:

| Continuous Service | | Accrual Rate (40 hour week) | Accrual Rate (37.5 hour week) |
|-------------------------------------|--------------------|--|--|
| 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.

12.7 Computation of Payment: PTO leave shall be charged at a rate equal to the time absent from the normally assigned shift. One (1) day is equal to eight (8) hours based on the employee's regularly scheduled work day.

14.4.1 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 Sheriff or his/her designee.

1) With the approval of the Sheriff 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 1st to March 31st in the following calendar year.

12.9.2 Full week vacation bidding shall be in order of seniority, each employee 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 seniority less than full week days off until the seniority list is exhausted.

12.9.4 Pass Bid: Employees may pass bid any and all of their full weeks' vacation. All pass bid requests for leave are subject to approval in writing by the employee's supervisor or his/her designee, on a first asked, first allowed basis, but if such a request is denied, the reasons for such denial shall be fully explained in writing.

12.10 No PTO leave will be deducted from that accrued to the employee unless he/she actually used that PTO leave or agreed to deduction of PTO leave 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 leaves 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 an amount transferred that would result in his or her leave balance falling below ten (10) days. Unused leave is returned to donating employees on a pro-rata basis. This provision shall be administered by the Human Resources Department.

The Catastrophic Leave Sharing Program 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:

| Date: | Name of Holiday: |
|----------------------------|------------------------------|
| 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 The work week shall consist of forty (40) hours of work over five (5) or four (4) consecutive days, which shall be followed by two (2) consecutive days off, or three (3) consecutive days for employees on 4x10 schedule, except during bona fide emergencies. The Sheriff shall provide, if possible, eight (8) consecutive hours off between shifts. By mutual agreement between the majority of affected employees in a work unit and the Sheriff the work week could consist of forty (40) hours of work over four (4) consecutive days.
 - 14.1.1 The work day shall consist of eight (8) or ten (10) consecutive hours of work including a meal period and rest periods depending on the shift worked as set forth in Section 16.2 and Section 16.2.1 or as provided in the Innovative Shift.
- 14.2 Each work shift shall include eight (8) hours or ten (10) hours of work exclusive of a minimum of thirty (30) and a maximum of sixty (60) minute meal period (the length subject to approval of the appropriate Supervisor) which shall be scheduled as near the middle of the work day as practical.
 - 14.2.1 Innovative Shift: By mutual agreement between the employer and employees, the

employer may utilize an Innovative Shift. Such work week shall consist of forty (40) hours of work within four (4) consecutive days which shall be followed by three (3) consecutive days off. Innovative Shift(s) shall be offered in accordance with seniority.

- 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. In a bona fide emergency, rest breaks may be altered or missed and shall not be recoverable as overtime.
- 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 Sheriff 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 Sheriff 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 Sheriff 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, holiday, sick leave, and compensatory time, but not WPSL. 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. An employee may carry up sixty (60) hours of compensatory time from one (1) calendar quarter to the next. All compensatory time in excess of sixty (60) hours shall be either paid for or used prior to the end of June 30 and December 31 of each calendar year.
- 14.8 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.
- 14.9 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 four (4) 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 four (4) hours pay. Only time actually worked shall apply for overtime purposes.

- 14.10 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 four (4) 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 four (4) hours pay. Only time actually worked shall apply for overtime purposes.
- 14.11 Voluntary Overtime: The Sheriff or designee will notify eligible employees of anticipated available overtime. Assignment of such overtime will then be made by the Sheriff or his designee on a rotational basis. Employees may request in writing that their name not be included on the voluntary overtime list.
- 14.12 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 one 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.
- 14.13 No Pyramiding: Compensation shall not be paid more than once for the same hours under any provision of this Article and this Agreement.
- 14.14 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.

- E. 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 Sheriff will endeavor to schedule mandatory training for employees within their normal shift assignments.

14.15 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.

14.16 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 Sheriff 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 preparation 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 court deputies 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 court deputy 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 court deputy or employee of disaffection among fellow court deputies 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,
 - D. 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. The following illustrate the disciplinary actions and options available to the Sheriff under this concept:
- A. First offense verbal reprimand
written reprimand.
 - B. Second offense . . . verbal reprimand,
written reprimand,
suspension without pay.
 - C. Third offense verbal reprimand,
written reprimand,
suspension without pay,
demotion,
discharge.
- 15.4 Notwithstanding subsection 17.3 above, the Sheriff 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 18 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. Pursuant to RCW 43.101.135, any discipline imposed by the Sheriff's office shall remain in the employee's personnel file while they are employed by the County and for 10 years thereafter.

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 (lieutenants and higher) subject to the Sheriff'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 Sheriff determines that circumstances exist requiring immediate action, the Sheriff shall have the right and authority to immediately suspend the employee 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 Sheriff 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 Sheriff 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 19.
- 16.4 The provisions of Article 17 and 18 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 Sheriff, 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 Sheriff. Thereafter, the Sheriff 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 19.5 above, said grievance in written form, shall be presented to the Sheriff. Thereafter, the Sheriff 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 19.5 above, said grievance in written form, shall be presented to the Teamsters Local Union 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.

Court Deputy Sergeant (formerly Security Sergeant)

| | |
|--|--------------------------------|
| <u>Basic Contribution Rate Effective</u> | <u>Total Contribution Rate</u> |
| 01/01/2015 | \$1.73 + \$0.11 for PEER |

Court Deputy (formerly Security Officer)

| | |
|--|--------------------------------|
| <u>Basic Contribution Rate Effective</u> | <u>Total Contribution Rate</u> |
| 04/01/2018 | \$1.08 + \$0.07 for PEER |

- 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-time 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 Effective 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), Washington Teamsters Welfare Trust (Plan EXT) (vision), and UEBT (Plan D5) (dental) insurance, shall be the only plans 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 22.1 and 22.2 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 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 The medical benefits package for 2024 is subject to the provisions and actions of the Yakima County Employee Benefit 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 1st through the 15th of the month.
 - b. The second pay period will be the 16th through the last day of the month.
 - c. Pay for work performed during the first pay period will be issued on the 25th 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 10th 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 his 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 Sheriff;
 - B. Course work is completed in a field of study approved by the Sheriff;
 - 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 Sheriff 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.
- 22.6 Employees with an Associate's degree shall receive a premium of one point five percent (1.5%) of their hourly base wage. Employee with a bachelor's degree shall receive a premium of three percent (3%) of their hourly wage. Verifiable proof of degrees must be provided to Human Resources prior to receiving the premium.
- 22.6.1 Employees will provide to HR or by input of a copy of their degree within workday. If a copy of the degree cannot be attained, the employee will provide other verifiable proof of successful completion of the degree such as a certified letter from their educational institution.
- 22.6.2 Employees that load their degree and supporting documentation in Workday, must still notify HR so the documentation can be verified and the compensation change for Education Premium Allowance can be initiated.
- 22.6.3 Pay changes for education premium will apply within the next possible pay period after verifiable proof of successful completion is received.
- 22.6.3 This provision shall become effective beginning in the payroll period following signature by the last signing party of the CBA.

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 Sheriff or his designee of on-site visitations with the Sheriff. 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 General Teamsters Local 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.
- A. Drug testing shall be conducted in accordance with the Yakima County Sheriff's Office Drug Testing Policy.
- 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.
- 23.6 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.

- 23.11 Union Meetings: Recognizing the parties are mutually served by effective communications, the Sheriff 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 Sheriff.
- 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 Sheriff will allow two (2) bargaining unit employees to attend scheduled collective bargaining sessions on work time. The Sheriff 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 Sheriff's Office and Yakima County Human Resources Department. It is further agreed that the information in

employee personnel files shall not be released to outside groups without the approval of the Sheriff 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 Sheriff.
- 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 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 29.1. 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. Three (3) Long Sleeve Shirts and Three (3) Short Sleeve Shirts
 - B. Two (2) Ties
 - C. Two (2) Badges
 - D. One (1) Name Pin
 - E. Three (3) pair of pants
 - F. Uniform Coat
 - G. Ballistic Vest
 - H. Duty Belt
 - I. Key Clip
 - J. Pant Belt
 - K. Four (4) Keepers
 - L. One set of handcuffs and one handcuff pouch
 - M. OC spray and pouch
 - N. Double magazine pouch
 - O. Portable radio and holder
 - P. Taser and holster as assigned and qualified
 - Q. Pistol

Any change in items of uniform clothing and equipment mandated by the Sheriff shall be provided by the County. 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 Sheriff 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 Sheriff 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.
- 28.5 Footwear Allowance: The County will pay each employee \$200.00 in additional compensation each year, to be included in the February paycheck, as a footwear allowance.

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 effective 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.
- 29.2.2 Effective January 1, 2023, employees will be placed in the new pay plan structure as shown in Exhibit B.
- 29.2.3 Effective January 1, 2024, the pay plan shall be increased by 5%.
- 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.
- 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).

ARTICLE 30 – PREMIUM PAY AND LONGEVITY

30.1 Bilingual Premium: The Sheriff 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 Sheriff 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 two percent (2%) of their hourly base wage. Exhibit “C” 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.

30.2 Field Training Officer (FTO) Premium: The Sheriff may appoint qualified bargaining unit members to FTO positions. Any FTO shall receive a premium of two (2%) percent of their hourly base wage while performing any FTO duties.

30.2.1 Employees assigned as FTO will enter their FTO time into Workday by selecting the FTO Time Type in Time Entry.

30.2.2 Employees are only paid FTO pay for those hours they are engaged in training.

30.2.3 Supervisors will verify employees are actually training when reviewing FTO pay entered in time entry.

30.2.4 Pay changes for FTO will apply within the next possible pay period after work is performed.

30.2.5 This provision shall become effective beginning in the payroll period following signature by the last signing party of the CBA.

30.3 Instructor Premium: The Sheriff may appoint qualified bargaining unit members to instructor positions to provide employee training. The number and configuration of instructors shall be determined by the Sheriff. Instructor positions are defined as firearms, defensive tactics, OC, Taser, or any employee that is certified/qualified to provide beneficial training to the department and authorized by the Sheriff. All instructors appointed by the Sheriff shall receive a premium of two percent (2%) of their hourly base wage. This provision shall become effective beginning in the payroll period following signature by the last signing party of the CBA.

30.4 Longevity: The employer will compensate employees who qualify for longevity pay in conformity with the schedule set forth below. Longevity is based on continuous years of service with the Yakima County Sheriff’s Office. This provision shall become effective beginning in the payroll period following signature by the last signing party of the CBA.

| | |
|---------------------|----|
| 5 years of service | 1% |
| 10 years of service | 2% |
| 15 years of service | 3% |
| 20 years of service | 4% |

ARTICLE 31 - TERM OF AGREEMENT

- 31.1 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.
- 31.2 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.
- 31.3 The parties shall start negotiations in the fall of 2024 for a successor 2025 and perhaps beyond CBA. Negotiations shall be conducted on mutually agreeable dates.
- 31.4 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.

[Signature page follows.]

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

Dated this _____ day of _____, 2023.

FOR THE EMPLOYER:
Yakima County, Washington

FOR THE UNION:
Teamsters Local No. 760

LaDon Linde, Chair
Board of Yakima County Commissioners

Leonard J. Crouch
Secretary Treasurer

Amanda McKinney, Commissioner
Board of Yakima County Commissioners

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

Kyle Curtis, Commissioner
Board of Yakima County Commissioners

Judy Kendall,
Interim Human Resources Director

Robert Udell, Sheriff
Yakima County Sheriff's Office

EXHIBIT “A”
YAKIMA COUNTY TEAMSTERS LOCAL 760
COURT PROTECTION UNIT
2023-2024 PAY PLAN STRUCTURE

1. Implementation of the Pay Plan for Court Deputies will be as follows:

- A. Step One to Step Two upon completion of twelve (12) months service at Step One within the same classification.
- B. Step Two to Step Three upon completion of twelve (12) months service at Step Two within the same classification.
- C. Step Three to Step Four upon completion of twelve (12) months service at Step Three within the same classification.
- D. Step Four to Step Five upon completion of twelve (12) months service at Step Four within the same classification.
- E. Step Five to Step Six upon completion of twelve (12) months service at Step Five within the same classification.
- F. Step Six to Step Seven upon completion of twelve (12) months service at Step Six within the same classification.

2. Implementation of the Pay Plan for Court Deputy Sergeants are as follows:

- A. Step One to Step Two upon completion of twelve (12) months of employment.
- B. Step Two to Step Three upon completion of twelve (12) months service at Step Two within the same classification.

3. Effective upon signing of the CBA, employees will have their future step date set twelve (12) months from their hire date as shown below:

- A. Employees hired between the 1st and the 15th of the month will have their step date set as the 1st of that month.
- B. Employees hired between the 16th and the end of the month will have their step dates set as the 16th of that month.

All calculations shall be determined by the Human Resources Department. Human Resources calculations are final and the union may not file a grievance.

EXHIBIT “B”

Effective beginning January 1, 2023, the following pay plan shall be implemented:

Court Deputies Pay Plan 2023 Effective January 1, 2023

| Pay Grade | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | |
|---------------|------|--------|--------|--------|--------|--------|--------|--------|--------|
| Court Deputy | 8 hr | YR | 61,399 | 64,776 | 67,691 | 70,060 | 72,162 | 73,966 | 75,482 |
| | 8 hr | MO | 5,117 | 5,398 | 5,641 | 5,838 | 6,013 | 6,164 | 6,290 |
| | | HR | 29.52 | 31.14 | 32.54 | 33.68 | 34.69 | 35.56 | 36.29 |
| Court Dep Sgt | 8 hr | YR | 85,632 | 88,449 | 91,456 | | | | |
| | 8 hr | MO | 7,136 | 7,371 | 7,621 | | | | |
| | | HR | 41.17 | 42.52 | 43.97 | | | | |

Effective beginning January 1, 2024, the pay plan shall be increased by 5% as follows as determined by the HR Department.

Court Deputies Pay Plan 2023-2024 Effective January 1, 2024

| Pay Grade | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | |
|---------------|------|--------|--------|--------|--------|--------|--------|--------|--------|
| Court Deputy | 8 hr | YR | 64,469 | 68,015 | 71,075 | 73,563 | 75,770 | 77,664 | 79,256 |
| | 8 hr | MO | 5,372 | 5,668 | 5,923 | 6,130 | 6,314 | 6,472 | 6,605 |
| | | HR | 30.99 | 32.70 | 34.17 | 35.37 | 36.43 | 37.34 | 38.10 |
| Court Dep Sgt | 8 hr | YR | 89,913 | 92,871 | 96,029 | | | | |
| | 8 hr | MO | 7,493 | 7,739 | 8,002 | | | | |
| | | HR | 43.23 | 44.65 | 46.17 | | | | |

BARGAINING UNIT EMPLOYEE-BY-EMPLOYEE PLACEMENT AND STEP DATE IN THE NEW PAY PLAN

The placement and step date of current employees in the new pay plan shall be as follows:

| Empl ID | Worker | Job Title | Comp Grade | Pay Rate Type | Current Rate of Pay | Jan 2023 Step Placement | Jan 2023 Rate of Pay | Jan 2023 Percent of Increase | Step Date | New Step | New Step Rate of Pay |
|---------|------------------------|-------------------------|---------------|---------------|---------------------|-------------------------|----------------------|------------------------------|-----------|----------|----------------------|
| 13061 | Joel Clifford (13061) | Court Deputy Supervisor | Court Dep Sup | Hourly | 30.09 | 3 | 43.97 | 46.13% | 07/01/23 | TOP | 43.97 |
| 17789 | Jessie Switzer (17789) | Court Deputy | Court Deputy | Hourly | 25.56 | 6 | 35.56 | 39.12% | 07/01/23 | 7 | 36.29 |
| 17644 | Kacy Siebol (17644) | Court Deputy | Court Deputy | Hourly | 25.56 | 6 | 35.56 | 39.12% | 07/01/23 | 7 | 36.29 |
| 17494 | Ronald Rogers (17494) | Court Deputy | Court Deputy | Hourly | 25.09 | 6 | 35.56 | 41.73% | 07/01/23 | 7 | 36.29 |
| 20139 | Andrew Lucas (20139) | Court Deputy | Court Deputy | Hourly | 23.33 | 2 | 31.14 | 33.48% | 07/01/23 | 3 | 32.54 |
| 21346 | Trisha Hull (21346) | Court Deputy | Court Deputy | Hourly | 23.33 | 2 | 31.14 | 33.48% | 07/01/23 | 3 | 32.54 |

The employee-by-employee placement in the new pay plan and their step date described above is final and binding on the parties and the employees.

EXHIBIT “C”

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.