

**2025-2026**

**COLLECTIVELY BARGAINED AGREEMENT**

**BETWEEN**

**COUNTY OF YAKIMA,  
BOARD OF COMMISSIONERS**

**AND**

**COUNCIL 2,  
WASHINGTON STATE COUNCIL OF  
COUNTY AND CITY EMPLOYEES**

**REPRESENTING**

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

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO**

**Effective  
January 1, 2025, through December 31, 2026**

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## **PREAMBLE**

This Agreement entered into by the County of Yakima, hereinafter referred to as the “Employer,” and Council 2, of the Washington State Council of County and City Employees, representing, Local 87, 87P, and 87PS, American Federation of State County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union,” has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

## **SUBORDINATE TO STATUTES**

This Agreement shall in all respects, whenever the same may be applicable herein, be subject and subordinate to the ordinances or resolutions of the Employer, regulations within its statutory jurisdiction, and shall further be subject and subordinate to the statutes of the State of Washington. However, an ordinance relating directly to wages, hours, or working conditions, insofar as it applies to employees covered by this Agreement, may not be changed during the term of the Agreement unless the Employer notifies the Union of the change and, upon request of the Union, negotiates concerning the change.

## **PRODUCTIVITY**

It is mutually agreed that the Employer and the Union shall work together individually and collectively to meet the production requirements of each department, to provide the public with efficient and courteous service, to encourage good attendance of employees, and to promote a climate of labor relations that will aid in achieving a high level of efficiency in all departments of County government.

## **RECOGNITION**

The Employer recognizes the Union as the exclusive collective bargaining agent for certain regular full-time, regular part-time, and probationary employees of the Employer for which the Union has been certified in Labor and Industries, Case Numbers S.K.-1364, Assessor’s, Treasurer’s, Juvenile Court Services S.K.-1447, District Court; S.K.-1678, Prosecuting Attorney’s Clerical Employees, 19924-E-05-3115, Juvenile Court Services Detention Supervisors; and PERC Case Number 783-E-77-142, Facilities Maintenance, as collective bargaining representatives as provided by RCW 41.56, Public Employee’s Collective Bargaining Act. Regular full-time, regular part-time, and probationary employees of District Court shall be covered for working conditions under a separate contract. Regular full-time, regular part-time and probationary employees of Superior Court/Juvenile Department shall be covered for working conditions under a separate contract. These two (2) working conditions contracts relate to certain employees from each of the respective Courts who are within the AFSCME Locals 87, 87P and 87PS bargaining units.

## **ARTICLE 1 - MANAGEMENT RIGHTS**

- 1.1 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 in conformity with the terms of this Agreement wherever applicable. All matters not expressly covered by the language of this Agreement, or other written agreements with the Union, shall be administered for the duration of this Agreement by the Employer as the Employer from time to time may determine.
- 1.2 The Employer's 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 in a manner most advantageous to the Employer and consistent with the requirements of the public interest.
  - C. The right to hire, transfer, lay-off, and promote employees as deemed necessary by the Employer in accordance with the provisions of this Agreement, wherever applicable.
  - D. The right to discipline, suspend, or discharge an employee for just cause in accordance with the provisions of this Agreement wherever applicable.
  - E. The right to determine the size and composition of the work force and to assign employees to work locations and shifts.
  - F. The parties understand that incidental duties connected with operations not enumerated in job description, shall nevertheless be performed by the employee when requested by the Supervisor.
  - G. The right to take actions as may be necessary to carry out Employer services in emergencies.
- 1.3 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the officials, in this case, the Board of Yakima County Commissioners and the elected officials and/or Department Director; and the rights and obligations owed thereby to the electorate in conformity with statutory law.
- 1.4 Notwithstanding any other provisions of this Agreement, the Employer may take actions necessary to comply with the Americans with Disabilities Act.
- 1.5 Software Implementations: The Union Representative(s) and the bargaining unit employees agree to fully cooperate with Management's implementation of any and all Workday software programs necessary to carry out departmental and County functions and responsibilities.
- 1.6 Past Practices: The Employer may change a past practice after providing the Union with written notice. If the Union wishes to bargain about the effects of the changes to past practice, then it

will so indicate in writing to the Employer within fifteen (15) working days of receipt of the Employer's notice. Bargaining shall conclude within thirty (30) working days of the Union's request to bargain. If no written request is submitted by the Union or if no settlement is reached within the thirty (30) working days' time period, then the Employer may proceed with the change to past practice. In the event of a bona fide emergency, no notice or bargaining is required before implementing the change.

## **ARTICLE 2 - EMPLOYEE RIGHTS**

### **2.1**

- A. Pursuant to their Weingarten and Loudermill rights, employees may request the presence of a Union representative in any meeting between Management and the employee if said meeting is called for disciplinary consideration and/or reasons; provided, however, said Union representative's presence shall not impede, delay, and/or preclude immediate action by Management, as defined by Article 20. Performance evaluations are not disciplinary actions and are not grievable.
- B. Evaluative and disciplinary materials placed in an employee's personnel file shall carry that employee's signature, if possible, which denotes that the employee has read the material.
- C. Employees have the right to attach rebuttals to any and all evaluative and disciplinary materials in their personnel file.
- D. Employees shall take the initiative to schedule a meeting with Human Resources Department staff to purge outdated materials from their personnel file.

### **2.2 Personnel Files Confidentiality.**

- A. Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including personal photographs, may be confidential and shall restrict the use of information in the files to internal use by the Yakima County Human Resources Department and the Employee's department; provided, however such contents may be subject to disclosure to third parties as a result of public records request, a court order or by operation of law inclusive of the Washington State Public Records Act RCW 42.56 et al.
- B. Employees have the right to examine their personnel file. An HR representative shall be present at the time of inspection.
- C. An authorized representative of the Union may examine an employee personnel file if the employee so authorizes in writing. Material placed into an employee's file relating to job performance or personal character shall be brought to the attention of the employee, and a copy shall be given to the employee.

### **2.3 Safe and healthful working conditions are recognized as mutually beneficial to employees and Employer. Employees may report what they believe to be an unsafe and unhealthful working condition to Management or to the Central Safety Committee. Management shall investigate**

and report the results of investigations of alleged unsafe working conditions to the Central Safety Committee.

- 2.4 Employees shall be made aware of existing, new, or changes to existing work rules.
- 2.5 Any employee within the bargaining unit who may feel himself/herself aggrieved may seek his/her remedy through the grievance procedure provided in this Agreement.
- 2.6 By County policy and statutory authority, the County provides defense and indemnification for its employees if they are sued for acts while they are “performing or in good faith purporting to perform” their duties.

### **ARTICLE 3 - DUES CHECKOFF**

- 3.1 The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council 2 and its affiliated Local (hereafter Union) as the sole and exclusive bargaining representative concerning wages, hours, and other conditions of employment for employees described in the recognition clause.
- 3.2 Joining the Union: All employees in this bargaining unit have the right to voluntarily join the Union. The Union as the Exclusive Bargaining Representative agrees to carry out its responsibilities under RCW 41.56.080.
- 3.3 Questions about Union Membership: If an Employee has questions about Union membership, the Employer will remain neutral and direct the employee to discuss this topic with a Union Staff Representative. The Union’s Staff Representative shall address the employee’s inquiry as soon as possible.
- 3.4 Signed Dues Deduction Authorization: For those employees who choose to join the Union, the Employer agrees to deduct once each pay period the appropriate 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.
- 3.5 Amounts Deducted: The amounts to be deducted shall be certified to the Employer by the Union and the aggregate deductions 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.

- 3.6 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.
- As an example, reports and payment received in March represent activities that transpired in February.
- 3.7 New Employee Orientation: 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 official shall be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership and dues authorizations.
- 3.8 Defense, Hold Harmless and Indemnification: In regards to all the provisions of this Article, the Union agrees to defend, indemnify and hold harmless the Employer from any and all claims, demands, lawsuits, administrative proceedings, ULPs, and grievances or other forms of liability, including the amounts of dues and fees deducted and withheld as well as attorneys' fees, costs, and/or expenses associated with the above listed activities (all claims, demands, etc.) that arise against the Employer for or on account of Employer actions consistent with the provisions of this Article.

#### **ARTICLE 4 - EQUAL EMPLOYMENT OPPORTUNITY**

There shall be no discrimination by the Employer or the Union against any employee or applicant for employment on account of membership or non-membership in the Union 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 by the Employer or the Union to make a contribution to a political party or to a candidate for political office as a condition of employment.

#### **ARTICLE 5 – UNION - MANAGEMENT RELATIONS**

- 5.1 All collective bargaining with respect to wages, hours, and general working conditions shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.
- 5.2 Agreements reached between the parties to this Agreement shall become effective only when signed by designated representatives of the Union and the Employer.

- 5.3 Labor/management meetings may be scheduled, at which time matters involving wages, hours and working conditions affecting employees covered by this Agreement will be discussed.
- A. Meetings may be scheduled at a mutually agreeable time, but not later than fifteen (15) working days from the date of request for a meeting. Such requests shall be in writing and contain the items at issue. The request shall be sent to the Department Head or Elected Official.
  - B. Prior to the meeting, a written agenda shall be prepared by the party requesting the meeting and may be supplemented by additions made by the other party. The Employer shall furnish the Union with a copy of the final agenda three (3) working days prior to the date of the meeting, when practicable.
  - C. Disposition of matters covered in a labor relations meeting shall not contradict, add to, or otherwise modify the terms and conditions of this basic Agreement.
  - D. Meetings shall be held during hours most convenient to the participants, and participants shall experience no loss of salary, provided that no more than two (2) participants from any department shall be paid for such meetings.
  - E. The Department Head may require that the meeting be held during non-working hours.
- 5.4 Collective Bargaining: Employees representing the Union, not exceeding three (3) from Locals 87 & 87-P and one (1) from Local 87PS shall be granted release time from work without loss of pay for collective bargaining sessions if said sessions take place during the employee's normal working hours. If collective bargaining sessions take place outside of the employee's normal working hours, then and in that event, employees participating in collective bargaining shall not receive compensation for said time. Employees may request, with supervisor approval, to flex work schedules in order to avoid loss of pay or leave-bank reductions due to attendance at bona fide bargaining sessions.
- 5.5 Union Business: Union officers, not to exceed four (4) in number at any one time, shall be granted leave from duty with pay for the purpose of union business attendance at legislative meetings in Olympia, Spokane, Yakima, and Goldendale, such as when there are Town Halls, in Washington, subject to one (1) week's prior notice and subject to the Employer's prior approval of such meetings; and provided further that the total leave time for the bargaining unit for this purpose shall not exceed forty (40) hours in any calendar year. Employees will not be required to use paid time off from available leave banks for this type of meeting unless they exceed forty (40) hours in any calendar year. If employees choose to attend the above meetings, and the provided amount of time is exhausted, the employee shall use paid time off from available leave banks or LWOP. The granting of this leave is dependent upon the Employer's assessment of work requirements and department needs.

In addition, Union officers, not to exceed four (4) in number at any one time, shall be granted leave from duty with pay for the purpose of union business attendance, including but not limited to events such as attending labor conventions or educational conferences regarding collective bargaining, provided that notice of such conventions or conferences shall be



requested and is subject to prior approval at least two (2) weeks prior thereto; and provided further that the total leave time for the bargaining unit for the purpose set forth in this section shall not exceed forty (40) hours in any calendar year. For this leave, employees shall use paid time off from available leave banks or LWOP subject to prior approval from their Department Head or Elected Official.

Time spent by Union officers at Executive Board review of grievances, Labor Management, shall not be considered in the calculation of the eighty (80) hour total limit. The Union Executive Board shall determine those Officers or members who have specific cause to attend for the betterment of the collective bargaining process.

- 5.6 Grievances and Representation: Union officers and/or shop stewards shall be granted leave from duty without any loss of pay for actual time spent as an employee's Union representative in disciplinary actions pursuant to the Weingarten and Loudermill Rights and in the investigation of grievance, thereby resolving problems in the workplace for the mutual benefit of the parties.
- 5.7 Bulletin Board: The Employer agrees to furnish and maintain a suitable bulletin board, in a convenient location, to be used by the Union.

## **ARTICLE 6 - DEFINITIONS AND ELIGIBILITY**

The following definitions apply throughout the contract unless the context indicates another meaning:

- A. Anniversary Date: Original entry date into County Service as adjusted by leave without pay or break in service.
- B. Bargaining Union Seniority Date: The last date they entered the union.
- C. Classification Union Seniority Date: The date of the employees last promotion or demotion.
- D. Continuous Service Date: Date used to determine accrual increases based on uninterrupted years of service.
- E. Next Step Progression Date: Date used to determine the date of the employee next step increase.
- F. Call Time: One (1) hour minimum at the applicable rate of pay for those situations in which the employee is instructed to return to work after leaving his/her work premises.
- G. Compensatory Time: Time off in lieu of cash payments for overtime.
- H. Dismissal: The termination of employment of a regular employee pursuant to the provisions of Article 20 - Discipline/Work Rules.

I. Employees Defined As Follows:

- 1) Regular full-time: Employees who work on a full-time basis (37.5 or 40 hours per week) and who have successfully completed a probationary period. Said employees are entitled to pay for the position in accordance with the existing pay plan and pay plan structure and receive benefits as set forth in this Agreement.
- 2) Regular part-time - 20 hours and over: Employees who work on a scheduled basis for 20 hours or more per week but less than full-time, and who have completed a probationary period. Said employees are entitled to receive base pay for the position in accordance with the existing pay plan and pay plan structure. Said employees are also entitled to receive benefits on a pro rata basis.
- 3) Regular part-time - fewer than 20 hours: Employees who work for fewer than 20 hours per week on a scheduled basis, or for a sufficient period of time during each week, to demonstrate a substantial and continuing interest in employment. Said employees are entitled to receive the base pay for the position and the opportunity to progress across the pay plan in accordance with the existing pay plan and pay plan structure. Said employees are not entitled to medical benefits holidays, paid time off except for Washington State Paid Sick Leave. These employees may be entitled to unpaid leave when requested by the employee and subject to approval by the Elected Official or Department Head.
- 4) Extra Help: Employees who work for a period of fewer than five (5) months during a calendar year, less 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.
- 5) 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 any recourse.

J. Holidays: Paid non-work days for County employees as established and as provided in Article 16 - Holidays, of this Agreement.

K. Overtime: Work authorized and performed in excess of the scheduled work day or work week. It is payable at the time and one half (1-1/2) rate only for hours in excess of forty (40) per week. Washington State Paid Sick Leave (WPSL) shall not be

included as “time worked” for the purpose of determining whether an employee has “worked” forty (40) hours in a week.

- L. Juvenile Detention Personnel only: Work authorized and performed in excess of the scheduled work shift shall be paid at the time and one half (1 ½) rate. Washington State Paid Sick Leave (WPSL) shall not be included as “time worked” for the purpose of determining whether an employee has “worked” their scheduled work shift.
- M. Position: A group of duties and responsibilities normally assigned to an employee.
- N. Probationary Period:
  - 1) AFSCME 87 & 87P - The trial period of employment following appointment to a position shall continue for twelve (12) months unless sooner terminated. The parties understand that the probationary period will be extended to accommodate completion of the applicable academy. The Employer agrees to conduct probationary performance reviews after five (5) months and after eight (8) months in order to provide feedback to the employee.
  - 2) AFSCME 87PS - The trial period of employment following appointment to a position shall continue for twelve (12) months unless sooner terminated. The probationary period may be extended up to two months, and the Union will be notified by the Employer. The parties understand that the probationary period will be extended to accommodate completion of the applicable academy.
  - 3) During the probationary period, either the employee or Employer may terminate the employment relationship without just cause and without any recourse to the grievance procedures.
  - 4) Existing AFSCME Employees: Existing AFSCME employees who change positions must satisfactorily complete a minimum of 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 probation period.

## **ARTICLE 7 – HOURS OF WORK**

- 7.1 Regular Hours: The regular hours of work each day shall be consecutive except for interruptions for rest and meal periods. References to consecutive hours of work in the balance of this Article shall be construed to include rest and meal periods.
- 7.2 Work Week: The regular work week shall consist of five (5) consecutive work days, Monday through Friday, inclusive; provided, however, if it is determined by the Board of Commissioners and the Elected Official or Department Head involved that a need exists for a change in the work schedule of certain employees within certain departments, the regular work week may be established to consist of four (4) consecutive work days.

7.3 Work Day/Shift, General: The Board of County Commissioners and the Elected Official or Department Head involved shall exercise their prerogatives in determining the number of hours to be worked in each work day. The Courthouse work day is normally from 8:00 a.m. to 5:00 p.m., with one (1) hour meal period for employees; however, regular hours may be varied in accordance with the different work requirements of certain departments. The options for consecutive hours of work include seven and one-half (7-1/2) consecutive hours of work, eight (8) consecutive hours of work, and/or ten (10) consecutive hours of work within the twenty-four (24) hour period. Meal periods and rest breaks shall not be used to arrive late or leave early from work without prior approval of the Department Head or designee.

7.4 Continuous Operations: Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours a day, or seven (7) days a week. The Board of County Commissioners and the Elected Official or Department Head involved shall determine the work week for employees engaged in continuous operations. This determination may result in the establishment of a work week consisting of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days or a combination thereof, not to exceed a total of forty (40) working hours in any given seven (7) day period which includes a minimum of two (2) consecutive days off.

Juvenile Detention Personnel: In regard to Juvenile Corrections Officers and Detention Supervisors, the Hours of Work provisions pertaining to twelve (12) hour shifts are contained in the Working Conditions CBA.

7.5 Rest Periods: All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half eight (8) or ten (10) hour shift. The rest period shall be scheduled at the middle of each one-half shift, whenever feasible. Employees who for any reason work more than two (2) hours beyond their regular quitting times into the next shift shall receive a paid fifteen (15) minute rest period on such shift. This rest period for overtime work may be granted at the end of the overtime work period.

7.6 Any change in the regular work week will require no fewer than fifteen (15) days' prior notice to the affected employee; provided, however, in the case of an emergency, prior notice shall consist of however much time is practicably available to Management.

7.7 Work Day Cancellation: If the Employer cancels a work shift or portion thereof for extreme weather conditions or the safety of the employees, then the Employer makes the following provisions:

- A. If notice of cancellation is given to the employee(s) any time during the prior day, then no compensation is due for said cancellation; or
- B. If notice of cancellation occurs during the first half of a regular work shift, then said employee(s) shall be paid as if having worked one-half of the regular work shift; or

- C. If notice of cancellation occurs during the second half of a regular work shift, then said employee(s) shall be paid as if having worked the entire regular work shift.
- 7.8 The Elected Official or Department Head has the right to schedule and/or change the hours of work of regular part-time employees and on-call employees subject to the following:
- A. Regular part-time employees who have fixed schedules and are not subject to the need for flexible schedules will receive at least fifteen (15) days' notice prior to a scheduling change, except in the event of an emergency.
  - B. On-call employees are subject to flexible scheduling as required by the Employer without any prior notice.
- 7.9 Standby Duty: The Employer may designate employees to be on standby duty during off-duty hours for the purpose of performing designated call-out work for **Facilities Services** employees only subject to the following:
- A. An employee designated on standby duty shall be available on a twenty-four (24) hour basis to perform call-out work. The employee must be in a position to respond within fifteen (15) minutes to any summons at any time during the period the employee is on standby duty.
  - B. Employees on standby duty shall be issued a cellular telephone and a pager capable of summoning his/her attention. An employee on standby shall carry the pager at all times and shall have the cell phone immediately available.
  - C. Employees on standby duty may be assigned a County vehicle for responding to call out work. Personal use of the vehicle is strictly prohibited.
  - D. Standby duty shall be divided among those qualified, as determined by the Employer.
  - E. An employee on standby duty shall receive pay or compensation time as follows:
    - 1) An employee who is assigned a twenty-four (24) hour shift on standby duty, during which time the employee has worked a regularly scheduled work day, shall receive pay or compensatory time for one (1) hour's pay at the overtime rate.
    - 2) An employee who is assigned a twenty-four (24) hour shift on standby duty, during which time the employee has not worked a regularly scheduled work day, shall receive pay or compensatory time for three (3) hour's pay at the overtime rate.

## ARTICLE 8 – PAY PROVISIONS

### 10.1 Pay Period:

Employees shall be paid on a semi-monthly (twice per month) basis.

- A. The first pay period will be the 1<sup>st</sup> through the 15<sup>th</sup> of the month.
- B. The second pay period will be the 16<sup>th</sup> through the last day of the month.
- C. Pay for work performed during the first pay period will be issued on the 25<sup>th</sup> of the month provided the employee and/or supervisor have 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 10<sup>th</sup> of the month following the pay period end provided the employee and/or supervisor have 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. Paid Leave/Time Worked: Some paid leave time such as PTO, grandfathered sick leave, compensatory time, or holiday is included as time worked for the purpose of determining whether an employee has "worked" forty (40) hours in a week for overtime pay purposes. Washington Paid Sick Leave (WPSL) is not included as time worked for the purpose of determining whether an employee has "worked" forty (40) hours in a week for overtime pay purposes.
- G. No Pyramiding: Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.
- H. Social Security: The Employer agrees that, for the duration of this Agreement, it shall continue to make payments on behalf of employees in the bargaining unit for Federal Social Security.
- I. Out of Class Pay: Out of Class Pay for periods exceeding one (1) full calendar month is subject to prior approval by the Board of County Commissioners.

When an employee is assigned to work at a higher job classification for one (1) full day or more, said employee will be paid as follows:

- 1) When an employee is assigned to work in a job classification that is one (1)

classification higher than his or her own for one (1) full day or more, the employee shall be paid at a seven and one-half percent (7.5%) flat rate.

- 2) When an employee is assigned to work in a job classification, that is two (2) classifications higher than his or her own for one (1) full day or more, the employee shall be paid at a fifteen percent (15.0%) flat rate.
- 3) When an employee is assigned to work in a job classification that is three (3) classifications or higher than his or her own for one (1) full day or more, the employee shall be paid at a maximum twenty percent (20.0%) flat rate cap.

a) **Facilities Services Employees.**

Facilities Service Employees, while assigned by the Facilities Manager and while performing responsibilities and duties of a higher classification for any reason for four (4) hours or more, shall be compensated as follows:

- (1) When an employee is assigned to work in a job classification that is one (1) classification higher than his or her own for four (4) hours or more, the employee shall be paid at a seven and one-half percent (7.5%) flat rate.
- (2) When an employee is assigned to work in a job classification that is two (2) classifications higher than his or her own for four (4) hours or more, the employee shall be paid at a fifteen percent (15.0%) flat rate.
- (3) When an employee is assigned to work in a job classification that is three (3) classifications or higher than his or her own for four (4) hours or more, the employee shall be paid at a maximum twenty percent (20.0%) flat rate cap.

**Boot Allowance:** Certain Facilities Services Employees (Maintenance/Custodian) will be provided a One Hundred Fifty Dollars (\$150.00) per year boot allowance subject to applicable taxes and deductions. The boot allowance will be paid in the February 25<sup>th</sup> paycheck. All newly hired employees will receive their boot allowance payment within the first paycheck following hire date.

b) **Juvenile Corrections Officers.**

Juvenile Corrections Officers assigned to perform Detention Shift Supervisor duties shall be compensated at a flat rate of twenty percent (20%) per hour above their current hourly rate.

10.2 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.

- 8.3 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. Employees should first use County-owned vehicles, subject to availability, in order to minimize the use of employee vehicles.

**ARTICLE 9 – OVERTIME/COMPENSATORY TIME**

- 9.1 All overtime must be properly authorized by the Department Head or designee. The employee shall be compensated for all overtime worked in excess of forty (40) hours per week by pay or compensatory time off. While working twelve-hour (12) shifts, Juvenile Detention Officers and Supervisors are paid overtime for time worked over their twelve-hour (12) hour shift.
- 9.2 Compensation for each hour worked over forty (40) hours per week shall be at the rate of one and one-half (1-1/2) hours overtime pay or compensatory time off for each hour worked over forty (40) hours. All other overtime shall be at the straight time rate.
- 9.3 Overtime shall be distributed as equally as practical among employees within a department. No employee will be required to cancel a scheduled shift to avoid payment of overtime. However, the Employer reserves the right to change shifts as needed for business reasons. In case of an emergency where an employee works considerable overtime, a scheduled shift may be changed or cancelled to provide the employee with adequate time to rest.
- 9.4 Employees may elect to receive payment for overtime by way of compensatory time off. Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the employee and supervisor or Department Head or Elected Official. Permission to use compensatory time off shall not be unreasonably denied if operating requirements will not be adversely affected.
- 9.5 Compensatory time may be accrued to a maximum of one hundred (100) hours. Any time accrued in excess of one hundred (100) hours will be paid for at the applicable rate. Compensatory time balances will be paid out prior to a pay rate change of five percent (5%) or greater. This new provision regarding the triggering of compensatory time payoff begins with the January 1, 2023, implementation of the new pay plan, new pay plan structure, 10.8%



increase and the employee placements. Compensatory time balances will be paid out prior to any pay rate changes. Each calendar year, employees may be allowed to carry forty (40) hours of compensatory time accrued into the next calendar year.

## **ARTICLE 10 – WAGES**

- 10.1 The Pay Plan Structure for 2025 and 2026 is described in Exhibit “A,” which is attached hereto and incorporated herein by reference.
- 10.2 The Pay Plans for 2025 and 2026 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.
  - A. Effective January 1, 2025, the 2024 pay plan will be increased by 3%.
  - B. Effective January 1, 2026, the 2025 pay plan will be increased by 2%.
  - C. The Human Resources Department will determine and administer all calculations and eligibility.
- 10.3 Placement of employees in the new pay plan and calculations relating to the new pay plan shall be determined by HR and shall be binding on the parties and employees.

The task force of bargaining unit representatives and management previously established regarding Benefits and Salary will be continued to engage in comprehensive market surveys.

- A. 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. The future methodology for analysis will remain the same as outlined in Exhibit “C”.
  - B. 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.
- 10.4 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 11 – MEDICAL BENEFITS**

- 11.1 Effective January 1, 2025, the Employer contribution towards premium cost will be up to a maximum of Eleven Hundred Fifty Dollars (\$1,150.00).
- 11.2 Effective January 1, 2026, the Employer contribution towards premium cost will be up to a maximum of Twelve Hundred Dollars (\$1,200.00).
- A. For employees who are enrolled in the Premera Blue Cross (High Deductible) Plans, the Employer Contribution to the Health Savings Account (HSA) for the Employee Only Tier shall be the difference between the premium for Employee Only coverage and the Employer maximum contribution.
  - B. For employees who are enrolled in any Premera Blue Cross Plan other than the Premera Blue Cross (High Deductible) Plans with Employee Only coverage, the Employer shall contribute the difference between the premium for the Employee Only Tier and the Employer maximum contribution to an HRA VEBA account for the employee.
  - C. For employees enrolled in all other Premera Blue Cross plans or tiers, the employee will pay the difference between the premium and the Employer's maximum contribution
  - D. Employees can waive medical coverage; however, contributions must still be made for the mandatory Premera Blue Cross Dental, Basic Life Insurance and Basic Long Term Disability (LTD). The Employer shall contribute only the premium amount for the mandatory Premera Blue Cross Dental, Basic Life Insurance and Basic LTD for employees that waive medical coverage through Premera Blue Cross.
- 11.1 The medical benefits package for 2025-2026 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.
- 11.2 Employees whose job classification falls under the County's Hearing Conservation Program are required to participate in the annual audiology testing.

## **ARTICLE 12 – SENIORITY**

- 12.1 Bargaining Unit Seniority: Bargaining unit seniority according to this Agreement shall consist of the continuous service of an employee since the last date of hire with the County in a position covered by this Agreement.

**AFSCME 87PS only:** Employees hired prior to September 1, 2006, shall have bargaining unit seniority established as of the most recent date of promotion to Juvenile Correction Supervisor.

- 12.2 Classification Seniority: Classification Seniority according to this Agreement shall consist of the continuous service of an employee since the last date of hire with the County in a classification in a position covered by this Agreement.
- A. The classification seniority for an employee reclassified pursuant to Article 15 of this Agreement shall commence six months prior to the effective date of the reclassification.
- 12.3 No employee may have bargaining unit seniority or classification seniority established prior to satisfactory completion of the probation 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; 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 FMLA Or Workers Compensation authorized leave of absence without pay. The Continuous Service date will be adjusted when on any other type of unpaid leave.
- 12.4 Bargaining Unit Seniority List: A bargaining unit seniority list will be provided to the Union as requested.

### **ARTICLE 13 - LAY-OFF AND RECALL**

- 13.1 The Board of County Commissioners and Elected Official or Department Head shall be the sole determiners of when layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work, reorganization of the Department, and/or lack of funds. If the Board and Elected Official or Department Head determine layoffs are necessary then the Board, Official or Department Head will identify which classifications will be laid off. The Union will be notified of the specific job classifications in which layoffs will take place and the number of employees in those job classifications who are designated for layoff status. Employees in the affected classification(s) will be laid off by department/office (*e.g.*, Treasurer's Office, Prosecuting Attorney's Office, Facilities Services, etc.) subject to the following order:
- A. Extra Help employees, inclusive of short term, intermittent, temporary student, casual, seasonal, and project workers;

B. Probationary employees; and

In the event of further reductions in force,

Employees will be laid off from within the affected job classifications, giving initial consideration to bargaining unit seniority; provided, however, consideration shall also be given to employee work history and performance as documented in the personnel file maintained by the Human Resources Department and the ability of retained employees to perform remaining work available without further training. When two or more employees have relatively equal work performance, work experience, skill, and ability to do the work without further training, as determined by the Employer, the employee(s) with the least bargaining unit seniority will be laid off first.

A. Employees on leave are subject to layoff procedures.

B. Employees shall be provided with thirty (30) calendar days' notice of their layoff status except in the event of an emergency.

13.2 Employees who are laid off shall be placed on recall status for a period of fifteen (15) months. If there is a recall, employees who are still on recall status shall be recalled in the inverse order of their layoff.

13.3 Employees shall notify the Employer, in writing, of their current address. The employee is deemed to have received notice of recall within five (5) calendar days after the County mailed said notice. When an employee is recalled, the Employer will send a certified letter to the last known address of the employee advising the employee of the recall. A copy of the offer of recall shall be provided to the Union. An employee interested in returning to work must respond within five (5) calendar days after receiving the letter, either by written communication to the Employer or by personal notification. Employees recalled will be reinstated the first of a pay period.

13.4 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.

13.5 Benefits shall not accrue during lay-off. Employees recalled and who accept the recall within twelve (12) months from the date of the layoff shall have previously accrued bargaining unit seniority, classification seniority, continuous service date, and applicable leave banks that were not paid out at time of layoff prior to layoff restored. The above dates will be adjusted for the period of time the employee was in layoff status. Recalled employees shall not be required to serve an additional twelve-month probation period, but will have to complete their initial probationary period, if not already completed.

## **ARTICLE 14 – JOB POSTING, PROMOTIONS**

14.1 Job Posting: The Elected Official or Department Head shall be the sole determiner as to the need or necessity to fill any vacancy or new position.

- A. If Management determines the need to fill a vacancy or new position, said opening shall be posted for seven (7) calendar days, with copies to be posted within the affected department and on the central employee notice bulletin board in the Courthouse. A copy of the announcement will also be mailed to the Union and employees on layoff status.
  - B. All employees covered by this Agreement are eligible to apply for any posted position. Applications must be completed and submitted in the County's online recruitment system on or before the closing date.
  - C. The Elected Official or Department Head shall have the right to make a selection of the applicant for the available position. Applicants must meet the minimum qualifications set forth in the classification description, all established legal requirements for incumbency to the vacant position, and possess sufficient knowledge, skills, abilities, and experience to satisfactorily perform the duties of the position.
  - D. If a vacancy occurs in a position with the same job classification and minimum requirements of a prior job announcement, the Elected Official or Department Head may select a candidate from the applicant pool from the previous recruitment provided the previous recruitment includes language allowing future vacancies to be filled within ninety (90) days of the closing date of the previous job announcement.
- 14.2 Promotions: Insofar as practicable, first consideration shall be given to employees within a department when promotional vacancies occur. Second consideration will be given to applicants from other departments. In the event the vacancy cannot be filled by qualified applicants currently employed either within the department or the County, selection may be made from applicants from the general public.
- A. During the six (6) month work performance probation period, employees will be permitted to return to their former classification and increment if they cannot perform satisfactorily in the new classification, or by mutual agreement by the employee and the Elected Official or Department Head, provided there is a position available. If there is no position available, said employee shall be placed on recall status in accordance with the provisions of the layoff article.
  - B. In the future, any employee, regular or probationary, who is promoted to a position in a class 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 15% or Step 1 of the new pay grade if the new salary is more than a 15% increase
  - C. **FOR JUVENILE CORRECTIONS SUPERVISORS ONLY:** Employees promoted to temporary budgeted Juvenile Corrections Supervisor position(s) whose term in that position expires shall be eligible for the opportunity to immediately fill a then open Juvenile Corrections Officer position(s). If there is/are no vacant position(s), the least senior Juvenile Corrections Officer(s) shall be immediately placed in layoff status and be subject to Article 13 recall provisions.

## **ARTICLE 15 - JOB CLASSIFICATION/RECLASSIFICATION PROCEDURE**

15.1 When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position. In the event the Union does not agree that the rate of pay is correct, it may give notice to negotiate the pay rate for the new position.

15.2 Reclassification Procedure:

The employee or Department Head or Elected Official may submit a request to the Human Resources Department in writing for reclassification subject to Exhibit "C" - Classification and Compensation Policy.

15.3 The employer agrees to develop the classification of Facilities Maintenance Specialist Journeyman at the C41 compensation grade. To be eligible for this classification, employees must be a Journeyman Card Holder. Employees will go through the County reclassification process to verify qualifications for this classification.

## **ARTICLE 16 - HOLIDAYS**

16.1 The following days shall be recognized and observed as paid holidays:

<b>Date:</b>	<b>Name of Holiday:</b>
January 1	New Year's Day
3 <sup>rd</sup> Monday of January	Martin Luther King, Jr., Day
3 <sup>rd</sup> Monday of February	Presidents' Day
Last Monday in May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
1 <sup>st</sup> Monday of September	Labor Day
November 11	Veterans' Day
Thanksgiving	Thanksgiving Day
The Day after Thanksgiving	Day after Thanksgiving
December 25	Christmas Day

16.2 For employees who work a non-rotating standard Monday through Friday schedule, whenever a paid holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever a paid holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

16.3 If an employee performs work on a holiday, he or she shall receive holiday pay, plus either overtime pay or compensatory time, at the employee's choice. Holiday pay shall be included as "time worked" for the purpose of determining whether an employee has "worked" forty (40) hours a week. Juvenile Correction Supervisors and Juvenile Corrections Officers who work 12 hours will be eligible for 12 hours of straight time plus 12 hours of overtime pay or compensatory time.

16.4 Any employee on approved PTO when a holiday occurs will not be charged with PTO leave for

that day.

- 16.5 Any employee who is on compensated sick leave when a holiday occurs will receive a day's pay for that holiday and will not have sick leave charged.
- 16.6 An employee who is on leave of absence without pay (LWOP) for any portion of the day immediately prior to or following a holiday shall not receive holiday pay.
- 16.7 If a holiday occurs on an employee's scheduled day off, the employee shall be given an alternate day off at the employee's discretion, upon supervisor's approval.
- 16.8 A holiday shall not exceed an 8 hour work day. Holiday benefits are prorated for part-time employees.

### **ARTICLE 17 - PAID TIME OFF (PTO)**

- 17.1 PTO Leave: PTO leave is earned by regular full-time employees of Yakima County as described below for each month of completed service. Regular part-time employees earn PTO leave on a pro-rated basis according to the number of hours worked. PTO leave accruals shown on the chart below are split on a semi-monthly basis. PTO leave is not available to the employee until after having served thirty 30 consecutive days of employment.

<p><b>Example:</b> Monthly PTO accrual = 10 hours <b>First pay cycle:</b> 5 hours (earned at end of pay cycle = 15<sup>th</sup> of the month) <b>Second pay cycle:</b> 5 hours (earned at end of pay cycle = last day of the month)</p>
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- 17.2 Newly hired employees earn PTO leave on a prorated semi-monthly basis based on their date of hire.
- 17.3 Terminating employees earn PTO leave on a prorated semi-monthly basis based on their date of termination.
- 17.4 Maximum: PTO leave may be accumulated to a maximum of the equivalent of forty (40) working days, after which time, if not taken, shall lapse pay period by pay period. Part time employees accrue PTO leave on a pro-rated basis.

17.5 Accrual: PTO leave 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

Employees on an unpaid leave of absence and whose leave is covered under FMLA or Workers Compensation will continue to accrue PTO leave and neither their Continuous Service date (accrual date) nor PTO accruals will be adjusted. In addition, the Next Step Progression date 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 PTO leave and their accrual date and Next Step Progression date will be adjusted if the employee is in leave without pay status and the leave without pay status exceeds fifty percent (50%) of their regularly scheduled hours for the pay period.

17.6 Computation of Payment:

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

17.7 Use:

- A. PTO leave must be requested in advance and is subject to the approval of the Elected Official or Department Head.
- B. PTO leave must be taken at such time as the employee can best be spared, but employees will be allowed to take leave, if at all possible, when desired. Therefore, it will be necessary to schedule planned absences as far in advance as possible and notify the Employer of unplanned absences as early as possible, in order to receive approval by the Department Head.
  - 1) With the approval of the Department Head, an employee may take all or any portion of the PTO leave at any time, provided that the total continuous working days of PTO leave taken shall not exceed forty (40) days. Employees are not permitted to use PTO leave in excess of their accrued balance. Leave may not be taken before it is accrued.



- 2) PTO leave may be used for any purpose. If possible, an employee requesting PTO must make a written request in advance and/or request it in the County's timekeeping system. The supervisor shall consider the request and shall approve or deny it. Employees must comply with the leave request/reporting requirements for leave used in conjunction with state and federal leave laws. A medical release may be required before the employee is permitted to return to work if the employee has been absent more than three (3) consecutive days due to the employee's injury or illness. 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, and/or Washington Family Care Act are met.

17.8 PTO Leave Sharing Program for Catastrophic Illness: A leave contribution program is established to permit employees to transfer a specified amount of PTO leave to another employee of Yakima County.

The recipient employee must:

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

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

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

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

## **ARTICLE 18 – GRANDFATHERED SICK LEAVE/EXTENDED SICK LEAVE (ESL)**

- 18.1 Eligibility: Accumulated grandfathered sick leave is canceled automatically upon separation from employment, except upon retirement or death.
- 18.2 At no time may an employee have more than one hundred twenty (120) days (nine hundred sixty (960) hours) of grandfathered sick leave due. The employee may choose to use grandfathered sick leave from the bank for any reason specified under Section 18.5, below. This bank no longer exists for accruals.
- 18.3 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 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 his/her estate. Payment of accumulated grandfathered sick leave is calculated 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 April 1, 2017, base hourly rate.
- 18.4 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 employees 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, registered domestic partner, child, step-child, parent, parent-in-law, or grandparent with a health condition requiring treatment or supervision, or for medical emergency purposes.
  - 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, grandchild, or step-

grandchild with a serious health condition, which leave shall be limited to three (3) 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.

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

18.5 Reporting: Any employee who, for any reason, must take grandfathered sick leave shall, as soon as possible, notify his/her immediate supervisor or Department Head. A doctor's certification of illness may be required of the employee at the time the employee returns to work when absent because of illness or injury.

18.6 Workers Compensation:

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

18.7 The Extended Sick Leave (ESL) Program shall be administered as follows:

Extended Sick Leave (ESL) Accruals: ESL is earned by regular full-time employees of Yakima County at the rate of ½ work day (4 hours – 8 hour employee; 3.75 – 7.5 hour employee) for each month of completed service. Regular part-time employees earn ESL on a pro-rated basis according to the hours budgeted for the position. ESL accruals are split on a semi-monthly basis. ESL leave accrual does not occur in any month in which the employee

is in leave without pay status for more than fifty percent (50%) of their regularly scheduled work hours.

**Example:** Monthly ESL accrual = 4 hours

**First pay cycle:** 2 hours (earned at end of pay cycle = 15<sup>th</sup> of the month)

**Second pay cycle:** 2 hours (earned at end of pay cycle = last day of the month)

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.

- A. An employee is eligible to use available ESL when the employee has:
- An extended illness or injury lasting more than ten (10) consecutive work days (cannot be used for intermittent absences);
  - A qualified family member with an extended illness or injury lasting more than ten (10) consecutive work days (cannot be used for intermittent absences);
  - Served thirty (30) consecutive days of employment; and
  - Used 5 work days or 40 hours of PTO, SL, CT, or LWOP.
- B. Upon separation from employment with Yakima County, any unused ESL is forfeited without payment.
- C. All re-employed persons whose continuous service has been interrupted by termination shall be considered new employees and shall be subject to the applicable qualifying period of employment. Exception: Employees recalled within the layoff period after a reduction in force will have their accumulated ESL bank hours restored.
- D. Accumulation of Leave. ESL is cumulative to a maximum of thirty (30) working days (240 hours), after which time no additional leave may be earned until the leave balance is reduced through use of leave hours. An employee cannot have more than 240 hours of ESL credit in the bank at any time. The maximum ESL balance shall be pro-rated for employees who regularly work less than forty (40) hours per week.
- E. Computation of Payment. ESL shall be charged at a rate equal to the time absent from the normally assigned shift.

F. Use. ESL may be taken under the following conditions:

- 1) With the approval of the Department Head or Elected Official, an employee may take all or any portion of the employee's available ESL. Employees are not permitted to use ESL in excess of their available balance.
- 2) ESL may only be used for the employee's own illness or injury or for the following family members: spouse, 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.

18.8 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.

18.9 The Employer reserves the right to change provisions of this Article to assure compliance with the federal and state leave laws.

## **ARTICLE 19 - OTHER LEAVES**

23.1 **Leave of Absence Without Pay:** Written requests for leave of absence without pay may be granted by the Elected Official or Department Head for a period not to exceed six (6) months. Approval, if granted, shall be provided to the employee in writing. The employee's written request will state the reason for the request and expected length of the absence. The provisions of this section shall not override or interfere with the Employer's obligations and responsibilities under federal or state laws or regulations such as the ADA, FMLA, or WLAD.

A. 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.

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

19.2 **Leave of Absence With Pay:** Leave of absence with pay may be granted for the following reasons:

- A. **Military Leave:** In the case of Military Leave, the County abides by the provisions of the laws of the United States (USERRA) and the State of Washington (RCW 38.40.060). An employee who is a member of the National Guard or Reserves of the United States, and who is ordered to active military duty for training purposes, shall be granted military leave of absence with pay for a period not to exceed twenty-one (21) working days each year beginning October 1 through September 30 the following year. Any days taken beyond the twenty-one (21) Military Leave days must be charged as PTO leave or leave without pay. During the time he or she is on Military Leave with pay, the employee shall receive his/her regular pay, plus the amount of his/her military pay.

Regardless of status, any employee who voluntarily, or upon demand, leaves a position other than temporary to enter active duty in the armed forces of the United States, or the Washington National Guard, shall be placed on military leave without pay and shall be entitled to be restored to their former position, or one of like bargaining unit seniority, classification seniority, status, and pay, provided he or she applies for re-employment in accordance with the provision of USERRA and present proof of honorable discharge or separation.

- B. **Court Leave:** All regular employees, submitting the proper documentation, shall be given court leave for the purpose of serving as a member of a jury or subpoenaed as a witness in federal, state, county or city court. This type of leave will not be charged against any other leave accrued, and there will be no deduction in regular compensation for absence. All fees received for jury duty will be forfeited by the employee, except those received for payment of mileage and other related travel expenses. An employee shall not receive Court Leave for civil cases where the employee is a party in a legal dispute, unless the dispute is related to actions taken by the employee while performing or purporting to perform duties in the course of employment with the County.
- C. **Special Meetings and Training:** Whenever it is deemed in the best interest of the County, an employee may be granted time off with pay to attend professional, technical institutes, conferences, or special educational training directly appropriate to the employee's position. An employee shall be granted time off with pay to attend special meetings and training when necessary to the maintenance of skills and certification required by the Employer.
- D. **Educational Leave:** At the discretion of the Department Head, leave with or without pay may be granted for job-related educational leave for a maximum period of ninety (90) days, unless otherwise authorized by the Board of County Commissioners. A written request for educational leave may be made by a regular employee, as far in advance as possible, stating all pertinent details and length of time requested. A written reply to grant or deny the request will be made by the Department Head within thirty (30) days, whenever possible.

- 19.3 **Pregnancy Leave:** Leaves of absence resulting from childbirth or temporary disability due to pregnancy shall be authorized in accordance with the Yakima County Pregnancy Leave Policy.

## **ARTICLE 20 - DISCIPLINE/WORK RULES**

- 20.1 The Department Head or Elected Official may reprimand, suspend, discharge, or terminate an employee for the following causes, but not limited thereto:
- A. Consuming intoxicants or illegal drugs, excluding drugs taken by prescription while on duty.
  - B. Reporting for duty with the presence of alcohol and/or controlled substances in the employee's bodily systems (blood, breath, and/or urine).
  - C. Disobedience to a legal request by the employee's supervisor.
  - D. Failure to meet or support Employer standards; inability to comply with or support goals of the Employer relating to the amount and quality of work.
  - E. Deliberate destruction of Employer's or another employee's property.
  - F. Neglect of duty.
  - G. Unexcused discourtesy to the public.
  - H. Refusal to comply with or violation of Yakima County's Non-Discrimination and Anti-Harassment Policy to include, but not limited to:
    - a. Discrimination
    - b. Workplace Harassment
    - c. Bullying
  - I. Refusal to comply with departmental rules, provided that such rules shall be posted in each department where they may be read by all employees; and further that no changes in present rules or no additional rules shall be made that are inconsistent with this Agreement.
  - J. Disorderly conduct.
  - K. Sleeping on duty.
  - L. Giving or taking of a bribe of any nature.
  - M. Failure to report for duty without a bona fide reason.
  - N. Excessive absenteeism for any reason except illness while the employee is receiving

sick leave or PTO leave, or is on an approved leave of absence.

- O. Borrowing or taking tools, equipment, or other property of the Employer for private or personal use. However, if such property may properly be lent to members of the public, then it may be lent to employees who follow the normal checkout procedure.
  - P. Misuse of sick leave policies.
  - Q. Violation of No-Strike clause.
- 23.2 The disciplinary actions which the Department Head or Elected Official may take against an employee include:
- A. Oral reprimand
  - B. Written reprimand
  - C. Suspension from work without pay
  - D. Demotion (NOTE: Demotion means reduction in classification and pay.)
  - E. Discharge or termination

Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct, as determined by the Department Head. The above-enumerated disciplinary actions may be implemented without regard to the order indicated hereinabove. In other words, the Department Head may implement disciplinary action by way of a written reprimand coupled with a suspension, or it may be determined that the cause is of such a serious nature as to warrant a written reprimand and a suspension. Normally, disciplinary actions will be administered in progressive fashion.

- A. The Department Head or Elected Official may suspend, demote, discharge, or terminate an employee for cause. The specified charges shall be made available to the employee in writing, and notice shall be given to the Union at the time action is taken unless Section 20.4 is applicable. An employee may not be suspended for more than thirty (30) working days.
- B. When circumstances are such that retention of the employee will likely result in disruption of County programs, damage to, or loss of County property, or be injurious to the County employee, fellow employees or the services provided by the County, the Department Head, or Elected Official may discharge or terminate the employee immediately. In such cases, the specified charges shall be made available to the employee in writing by the County not later than three (3) working days after the action became effective.
- C. The time limitations relating to notification of disciplinary action are only for employee notification purposes and shall not affect the validity of disciplinary action taken by the Department Head or Elected Official. In other words, if the County is unable to provide notification in strict adherence to the notification times expressed in subsections hereinabove, said inability shall not affect the validity or effectiveness of any type of disciplinary action against an employee.



- D. The Employer may prepare, issue, and enforce additional rules and safety regulations not specifically outlined above that are necessary for safe, orderly and efficient operation.
- E. When existing work rules are changed or new rules are established, they shall be posted prominently on bulletin boards for a period of seven (7) calendar days before becoming effective, except for work rules of an emergency nature.
- F. Employees shall comply with all existing rules that are not in conflict with the express terms of this Agreement, provided that the rules are uniformly enforced and provided that reasonable notice has been given of the existence of the rule. Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules, shall be resolved through the grievance procedure.
- G. Employees shall be apprised of charges or complaints by a third party which Management may consider damaging to the employee's work record. If Management initiates formal disciplinary action, not including investigating action in response to third party allegations, specific information in said allegations shall be made available to the employee.
- H. Administrative Leave With Pay: At the discretion of the Department Head, an employee may be suspended with pay and benefits pending investigation of allegations of misconduct when the nature of the allegation compromises the ability of the employee to perform his/her duties. Such suspension is not a disciplinary action and may not be appealed. If the charges are substantiated, disciplinary action will be taken in accordance with the nature of the offense. If the charges are unfounded, the employee will be restored to duty and provided a letter of exoneration. While on administrative leave with pay, the employee must remain available for contact during regular work hours if needed. The employee must provide management with current contact information and inform management of any changes to contact information as soon as possible.
- I. Verbal and written reprimands shall be removed from the employee's personnel file after two (2) calendar years, provided no similar disciplinary actions have occurred within the two calendar years. Suspensions with or without pay, demotion or discharge will remain permanently in the personnel file.

## **ARTICLE 21 - GRIEVANCE PROCEDURE**

- 21.1 Any grievance or dispute which may arise between the parties concerning the application, meaning, or interpretation of this Agreement shall be settled in the following manner, and any grievance settled in any of the steps, including the informal process found in this Article, is final and binding. The parties may agree to extend any time limits contained in this Article. Both parties agree that they will meet at each step of the grievance procedure, if necessary, in an attempt to reach settlement. Time frames specified in this article may be waived by mutual

agreement of the parties in writing.

Should the employee or Union fail to comply with the prescribed time frames, the grievance is resolved. Should the Employer fail to respond within the prescribed time frames, the grievant or Union shall have the right to proceed to the next step.

All settlements reached in accordance with this Article at any step, excluding the informal process, shall be in writing and signed by the authorized representatives of the Union and Employer.

A. The alleged grievance must contain the following:

- 1) The specific contract provision violated;
- 2) The specific action(s) that occurred;
- 3) The names of the employee(s) affected by the alleged contract violation;
- 4) When the alleged violation occurred; and
- 5) The remedy sought.

21.2 Informal Grievance: The employee, with or without the Union representative, shall take up the grievance or dispute with the employee's immediate supervisor within fifteen (15) calendar days of the occurrence giving rise to the grievance, or within fifteen (15) calendar days of the employee's first knowledge of the occurrence. The supervisor shall set a date within ten (10) calendar days for an informal meeting which includes the employee and a representative from the Union, where all pertinent facts and information will be presented and reviewed. The supervisor may attempt to address the matter and may respond to the Union representative and the employee in writing within seven (7) working days of the meeting. The supervisor shall confer with the Elected Official or Department Head before any adjustment or solution is presented to the employee and/or Union representative. The supervisor may decline to address the grievance or dispute. If the supervisor declines to address the grievance or dispute, the supervisor may notify the Union in writing. If the supervisor does not address the grievance or dispute or does not respond within the ten (10) calendar days of the meeting or does not provide written notice of declination and if the grievance remains unresolved, the Union representative may then proceed through the formal grievance process.

21.3 Formal Grievance Process:

Step 1: If the Union determines that the grievance is justified, they shall reduce the grievance to written form as specified in section 21.1.A., and submit it to the employee's Elected Official/Department Head or his or her designee within thirty (30) calendar days from the date of the occurrence giving rise to the grievance, or within thirty (30) calendar days of the date of the employee's first knowledge of the occurrence or if the supervisor timely meets and issues a response, then within thirty (30) calendar days from issuance of a response.

Step 2: The Elected Official/Department Head or his or her designee shall have thirty (30) calendar days to review and investigate the grievance and issue a written response to the Union. Prior to a decision, the Department Head or Elected Official may

meet with the parties as part of the investigation. The written decision shall be issued within thirty (30) calendar days of the meeting if one is held. If no meeting is held then the written decision shall be issued within thirty (30) calendar days of the Union's notice to the Elected Official/Department Head or his/her designee. The Elected Official/ Department Head may consult with the Human Resources Department during this step.

If the grievance has not been settled and the Department Head is an Elected Official, and the subject is a matter which would not have impact on the budget, the Elected Official or the Union may submit the matter to arbitration, as outlined in Step 4, Arbitration, below. A request for arbitration shall be in writing and shall be submitted within thirty (30) calendar days of the response of the Elected Official at Step 2.

- Step 3: If the grievance has not been settled at Step 2, the Union may submit the written grievance and the Elected Official/Department Head's response to the County Commissioners within thirty (30) calendar days of receipt of the response. However, a grievance arising in a department with an elected Department Head cannot be appealed to the County Commissioners unless it is a matter which would have an impact on the budget. The Board may consult with the Elected Official/Department Head and Human Resources Department at this step.

Within thirty (30) calendar days of receipt of the grievance, the County Commissioners will set a date to hear the grievance. The County Commissioners shall respond to the Union representative within thirty (30) calendar days of this meeting.

- Step 4: If a party to the grievance is unsatisfied with the decision at Step 3, the dissatisfied party shall:
- A. Submit a written request for mediation to the other party within thirty (30) calendar days of receipt of the County Commissioners' decision. The Union Staff Representative, the President of the Local Union (or designee), the Human Resources Department Director, and the Elected Official or Department Head must mutually agree on mediation. If mediation is attempted but fails to resolve the grievance to the satisfaction of either party, the dissatisfied party may advance the grievance to Step 5 by submitting written notice to the other party within thirty (30) days of mediation; or
  - B. Notify the other party in writing of the intent to arbitrate the grievance within thirty (30) calendar days of receipt of the County Commissioners' decision.

- Step 5: Arbitration

- A. Either party to this agreement may refer unsettled grievances which

concern provisions of this Agreement to an arbitrator.

- B. A request for arbitration shall be in writing and shall be submitted to the other party not more than thirty (30) calendar days after the reply of the County Commissioners, unless the time shall be extended by mutual agreement. Such request shall identify the previously filed grievance which is the basis for the request for arbitration, and shall set forth the issue which the party making the request seeks to arbitrate.
- C. After timely notice, the parties shall select an arbitrator to hear the matter. The parties shall meet and confer at the earliest possible date for the purpose of selecting a mutually acceptable arbitrator, and said selection shall take place within thirty (30) calendar days after receipt of the intent to arbitrate.

If the parties cannot agree on an arbitrator, a request shall be sent to the American Arbitration Association (AAA), the Federal Mediation and Conciliation Service (FMCA), or the Public Employment Relations Commission (PERC) requesting a list of five (5) names from the register of whichever agency is agreed upon by the parties. The arbitrator shall be selected by the County and the Union within a reasonable time after the list is received. Both the County and the Union shall have the right to alternately strike one (1) name from the panel beginning with the party filing for arbitration. The process shall be repeated and the remaining name shall be the arbitrator for the grievance.

The County and the Union agree that the decision of the arbitrator shall be final and binding on both parties; provided, however that the arbitrator's function shall be limited to determining whether the County or the Union has violated or failed to apply properly the terms and conditions of this agreement. The arbitrator shall have no power to destroy, change, delete from, or add to the terms of this Agreement. The arbitrator shall convene within fourteen (14) days of the completion of the selection process referenced hereinabove, or as soon as the arbitrator's calendar permits. The arbitrator shall be requested to issue his/her decision within thirty (30) working days from the date of the arbitration hearing.

- D. Each party hereto shall pay the expenses of their own attorneys, representatives, witnesses, and other costs associated with the presentation of their case, and the parties shall share equally the expense of the arbitrator. Grievants or witnesses who normally would be working during an arbitration proceeding will be paid their regular rate of pay by the Employer. This will not include overtime.

## **ARTICLE 22 - NO STRIKE - NO LOCKOUT**

- 22.1 Neither the Union nor employee(s) shall support or participate in any strike, work stoppage, slow down, or any other interference with the work and/or statutory functions and/or obligations of the Employer.
- 22.2 County employees who engage in any of the above-referenced activities shall not be entitled to any pay or fringe benefits during the period he or she is engaged in such activity.
- 22.3 The County agrees that there will be no lockouts.
- 22.4 Nothing contained herein shall preclude either party from obtaining judicial restraint and damages in the event of a violation of this Article.

## **ARTICLE 23 - SAVINGS**

- 23.3 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 24 – GENERAL PROVISIONS**

Any new, updated, or changed language to the collective bargaining agreement shall be effective upon ratification unless otherwise indicated with a specific effective date.

## **ARTICLE 25 - AMENDMENTS**

In the event either party desires to amend this Agreement, that party shall notify the other party, in writing, of the desire to so amend. The parties may mutually amend this agreement, as provided for in Article 5 - Union/Management Relations. The notice shall set out in detail the amendment desired by specifying the exact language of any proposed modification of, or supplement to, this Agreement, or the exact language of any provisions proposed to be deleted. The representatives of each party shall meet, within a reasonable time after such notice is given, for the purpose of negotiating with regard to such proposed amendment. Neither party is required during the term of this Agreement to agree to a change in this Agreement.

## **ARTICLE 26 - ENTIRE AGREEMENT**

This document shall constitute the complete agreement by and between the parties, and no other agreement and/or understandings, written or otherwise, prior to the signing of this Agreement shall be binding on the parties.

## ARTICLE 27 - DURATION

- 27.1 The terms and conditions of this Agreement shall be effective as of the 1<sup>st</sup> day of January 2025, except as otherwise provided in this Agreement, and except for contract language changes which shall take effect subsequent to the date of signing of this Agreement by the last signing party, and shall remain in full force and be effective until the 31<sup>st</sup> of December 2026.
- 27.2 The parties shall start negotiations in the fall of 2026, for a successor 2027 and perhaps beyond CBA. Negotiations shall be conducted on mutually agreeable dates.
- 27.3 The terms and conditions of this Agreement shall remain in effect during the negotiation process and/or mediation; provided, however, if the parties are at an impasse, then either party may terminate this Agreement by written notice to the other party. It is understood and agreed that all expenditures contemplated within this Agreement must first meet all requirements and procedures pursuant to Washington State and/or Federal Statutory Laws as well as other pertinent underlying contracts, *i.e.*, insurance contracts, etc.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**FOR THE EMPLOYER:**  
**Yakima County**

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

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

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

\_\_\_\_\_  
Jacob Tate, County Assessor

\_\_\_\_\_  
Ilene Thomson, County Treasurer

\_\_\_\_\_  
Joseph Brusic, Prosecuting Attorney

\_\_\_\_\_  
Jessica Humphreys, Superior Court Administrator

\_\_\_\_\_  
Brian Griff, Facilities Services Director

\_\_\_\_\_  
Judith A. Kendall, Human Resources Director

**FOR THE UNION:**

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

\_\_\_\_\_  
Kerrie Maybee, Local 87 President  
Negotiations Team Member

\_\_\_\_\_  
Irene Neimi, Local 87 Vice President  
Negotiations Team Member

\_\_\_\_\_  
Bellanira Kirby, Local 87P/87PS President  
Negotiations Team Member

\_\_\_\_\_  
Lamont Wright, Local 87P/87PS Vice President

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

*Attest:*

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

**Approved as to form:**

\_\_\_\_\_  
*Deputy Prosecuting Attorney*

**EXHIBIT “A”**  
**YAKIMA COUNTY TEAMSTERS LOCAL 760**  
**AFSCME COURTHOUSE (MASTER)**  
**2025-2026 PAY PLAN STRUCTURE**

<b>Pay Plan Design:</b>	<ol style="list-style-type: none"> <li>1. The pay plan will maintain the 13 Step structure with Step 7 representing the pay plan midpoint.</li> <li>2. Effective January 1, 2025, the pay plan will be increase by 3% at the pay plan midpoint (Step 7).</li> <li>3. Effective January 1, 2026, the pay plan will be increase by 2% at the pay plan midpoint (Step 7).</li> <li>4. The pay plan structure will maintain the 2% spread calculation between each step.</li> </ol>
<b>Step Dates / Increases:</b>	<ol style="list-style-type: none"> <li>1. Steps will continue subject to budget accountability discussions in negotiations for successor CBAs. Budget accountability means if the approximate amount the Employer has available for potential wage increases, as an example only, is 5% and the value of the step increases for the employees countywide on average is 1.8%, then negotiations for potential general wage increase would relate to the difference of 3.2%. Other fiscal negotiations proposals may also be addressed in negotiations for a successor CBA.</li> <li>2. Employees will advance one step based on their Next Step Progression date subject to the provisions of this exhibit.</li> <li>3. Newly hired employees will have their Next Step Progression date set twelve (12) months from their hire date as shown below: <ol style="list-style-type: none"> <li>a. Employees hired between the 1<sup>st</sup> and the 15<sup>th</sup> of the month will have their Next Step Progression date set as the 1<sup>st</sup> of that month.</li> <li>b. Employees hired between the 16<sup>th</sup> and end of the month will have their Next Step Progression date set as the 16<sup>th</sup> of that month.</li> </ol> </li> <li>4. Employees will be eligible for a step increase based on their Next Step Progression Date <ul style="list-style-type: none"> <li>o Next Step Progression dates may be adjusted for periods of leave without pay unless protected by Federal or State law.</li> </ul> </li> <li>5. Employees who are promoted, advance by steps or are reclassified shall have their Next Step Progression date set 12 months from the date of promotion, step advancement, or reclassification.</li> </ol>



	<p>6. Employees who have been at top step of their compensation grade for a minimum of twelve (12) months will receive a \$1,000 one-time payment on the following dates:</p> <ul style="list-style-type: none"> <li>a. July 25, 2025, if at top step on or before July 1, 2024.</li> <li>b. July 25, 2026, if at top step on or before July 1, 2025.</li> </ul>
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All calculations shall be determined by the Human Resources Department. Human Resources calculations and placements are final and binding on the parties and employees.

**Salary Surveys:** Historically, pay ranges in the Yakima County compensation structure are determined by a comparison of Yakima County benchmark positions to the comparable labor market. Determination of the market for each pay range is established by salary survey of comparable agencies for all Yakima County classifications in the Decision Band Method classification structure. The market survey includes benchmark classifications for each occupational group. Salary Survey information is intended to be used prospectively, and shall not be used in establishing pay plans for the same year during which the salary survey is conducted. The Union will receive a copy of the completed survey for their review.

**Market Premiums:**

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

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

**EXHIBIT "B"**  
**AFSCME Locals 87, 87P, 87PS Pay Plan 2025-2026**  
**Effective January 1, 2025**

**Represents a 3% across the board increase over 2024 pay plan**

Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
A12	8 hr	YR	37,153	37,896	38,654	39,427	40,215	41,840	42,677	43,530	44,401	45,289	46,195	47,119
	8 hr	MO	3,096	3,158	3,221	3,286	3,351	3,418	3,487	3,556	3,628	3,700	3,774	3,927
		HR	17.86	18.22	18.58	18.96	19.33	19.72	20.12	20.52	20.93	21.35	21.77	22.65
	7.5 hr	MO	2,903	2,961	3,020	3,080	3,142	3,205	3,269	3,334	3,401	3,469	3,538	3,681
	7.5 hr	YR	34,831	35,527	36,238	36,963	37,702	38,456	39,225	40,010	40,810	41,626	42,458	43,308
A13	8 hr	YR	39,876	40,674	41,488	42,317	43,164	44,027	44,907	45,806	46,722	47,656	48,609	49,581
	8 hr	MO	3,323	3,390	3,457	3,526	3,597	3,669	3,742	3,817	3,893	3,971	4,051	4,214
		HR	19.17	19.55	19.95	20.34	20.75	21.17	21.59	22.02	22.46	22.91	23.37	24.31
	7.5 hr	MO	3,115	3,178	3,241	3,306	3,372	3,440	3,508	3,579	3,650	3,723	3,798	3,951
	7.5 hr	YR	37,384	38,132	38,895	39,672	40,466	41,275	42,101	42,943	43,802	44,678	45,571	46,483
B21	8 hr	YR	43,419	44,287	45,173	46,076	46,998	47,938	48,896	49,874	50,872	51,889	52,927	53,986
	8 hr	MO	3,618	3,691	3,764	3,840	3,916	3,995	4,075	4,156	4,239	4,324	4,411	4,589
		HR	20.87	21.29	21.72	22.15	22.60	23.05	23.51	23.98	24.46	24.95	25.45	26.47
	7.5 hr	MO	3,392	3,460	3,529	3,600	3,672	3,745	3,820	3,896	3,974	4,054	4,135	4,302
	7.5 hr	YR	40,705	41,519	42,350	43,196	44,060	44,942	45,840	46,757	47,692	48,646	49,619	50,612
B22	8 hr	YR	46,961	47,900	48,858	49,835	50,832	51,849	52,886	53,943	55,022	56,123	57,245	58,390
	8 hr	MO	3,913	3,992	4,072	4,153	4,236	4,321	4,407	4,495	4,585	4,677	4,770	4,866
		HR	22.58	23.03	23.49	23.96	24.44	24.93	25.43	25.93	26.45	26.98	27.52	28.07
	7.5 hr	MO	3,669	3,742	3,817	3,893	3,971	4,051	4,132	4,214	4,299	4,385	4,472	4,562
	7.5 hr	YR	44,026	44,906	45,804	46,721	47,655	48,608	49,580	50,572	51,583	52,615	53,667	54,741
B23	8 hr	YR	50,490	51,499	52,529	53,580	54,652	55,745	56,860	57,997	59,157	60,340	61,547	62,778
	8 hr	MO	4,207	4,292	4,377	4,465	4,554	4,645	4,738	4,833	4,930	5,028	5,129	5,231
		HR	24.27	24.76	25.25	25.76	26.27	26.80	27.34	27.88	28.44	29.01	29.59	30.18
	7.5 hr	MO	3,945	4,023	4,104	4,186	4,270	4,355	4,442	4,531	4,622	4,714	4,808	4,904
	7.5 hr	YR	47,334	48,281	49,246	50,231	51,236	52,261	53,306	54,372	55,459	56,569	57,700	58,854

Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	
B24/B31	8 hr	YR	55,951	57,070	58,211	59,375	60,563	61,774	63,009	64,270	65,555	66,866	68,203	69,567	70,959
	8 hr	MO	4,663	4,756	4,851	4,948	5,047	5,148	5,251	5,356	5,463	5,572	5,684	5,797	5,913
		HR	26.90	27.44	27.99	28.55	29.12	29.70	30.29	30.90	31.52	32.15	32.79	33.45	34.11
	7.5 hr	MO	4,371	4,459	4,548	4,639	4,731	4,826	4,923	5,021	5,121	5,224	5,328	5,435	5,544
	7.5 hr	YR	52,454	53,503	54,573	55,664	56,777	57,913	59,071	60,253	61,458	62,687	63,941	65,219	66,524
B25/B32	8 hr	YR	61,425	62,653	63,906	65,185	66,488	67,818	69,174	70,558	71,969	73,408	74,877	76,374	77,902
	8 hr	MO	5,119	5,221	5,326	5,432	5,541	5,651	5,765	5,880	5,997	6,117	6,240	6,365	6,492
		HR	29.53	30.12	30.72	31.34	31.97	32.60	33.26	33.92	34.60	35.29	36.00	36.72	37.45
	7.5 hr	MO	4,799	4,895	4,993	5,093	5,194	5,298	5,404	5,512	5,623	5,735	5,850	5,967	6,086
	7.5 hr	YR	57,586	58,737	59,912	61,110	62,333	63,579	64,851	66,148	67,471	68,820	70,197	71,601	73,033
B26	8 hr	YR	63,598	64,870	66,168	67,491	68,841	70,218	71,622	73,055	74,516	76,006	77,526	79,077	80,658
	8 hr	MO	5,300	5,406	5,514	5,624	5,737	5,851	5,969	6,088	6,210	6,334	6,461	6,590	6,722
		HR	30.58	31.19	31.81	32.45	33.10	33.76	34.43	35.12	35.82	36.54	37.27	38.02	38.78
	7.5 hr	MO	4,969	5,068	5,169	5,273	5,378	5,486	5,595	5,707	5,822	5,938	6,057	6,178	6,301
	7.5 hr	YR	59,624	60,816	62,032	63,273	64,538	65,829	67,146	68,489	69,858	71,256	72,681	74,134	75,617
C41	8 hr	YR	65,772	67,088	68,429	69,798	71,194	72,618	74,070	75,551	77,062	78,604	80,176	81,779	83,415
	8 hr	MO	5,481	5,591	5,702	5,816	5,933	6,051	6,173	6,296	6,422	6,550	6,681	6,815	6,951
		HR	31.62	32.25	32.90	33.56	34.23	34.91	35.61	36.32	37.05	37.79	38.55	39.32	40.10
	7.5 hr	MO	5,138	5,241	5,346	5,453	5,562	5,673	5,787	5,902	6,021	6,141	6,264	6,389	6,517
	7.5 hr	YR	61,661	62,895	64,152	65,435	66,744	68,079	69,441	70,829	72,246	73,691	75,165	76,668	78,201
C42	8 hr	YR	69,422	70,810	72,226	73,671	75,144	76,647	78,180	79,744	81,338	82,965	84,625	86,317	88,043
	8 hr	MO	5,785	5,901	6,019	6,139	6,262	6,387	6,515	6,645	6,778	6,914	7,052	7,193	7,337
		HR	33.38	34.04	34.72	35.42	36.13	36.85	37.59	38.34	39.11	39.89	40.68	41.50	42.33
	7.5 hr	MO	5,424	5,532	5,643	5,756	5,871	5,988	6,108	6,230	6,355	6,482	6,611	6,744	6,878
	7.5 hr	YR	65,083	66,384	67,712	69,066	70,448	71,857	73,294	74,760	76,255	77,780	79,336	80,922	82,541
C43	8 hr	YR	73,058	74,519	76,009	77,529	79,080	80,662	82,275	83,920	85,599	87,311	89,057	90,838	92,655
	8 hr	MO	6,088	6,210	6,334	6,461	6,590	6,722	6,856	6,993	7,133	7,276	7,421	7,570	7,721
		HR	35.12	35.83	36.54	37.27	38.02	38.78	39.56	40.35	41.15	41.98	42.82	43.67	44.55
	7.5 hr	MO	5,708	5,822	5,938	6,057	6,178	6,302	6,428	6,556	6,687	6,821	6,958	7,097	7,239
	7.5 hr	YR	68,492	69,861	71,259	72,684	74,138	75,620	77,133	78,675	80,249	81,854	83,491	85,161	86,864

**EXHIBIT "B"**  
**AFSCME Locals 87, 87P, 87PS Pay Plan 2025-2026**  
**Effective January 1, 2026**

**Represents a 2% across the board increase over 2025 pay plan**

Pay Grade			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
A11	8 hr	YR	35,131	35,834	36,551	37,282	38,027	38,788	39,564	40,355	41,162	41,985	42,825	43,681	44,555
	8 hr	MO	2,928	2,986	3,046	3,107	3,169	3,232	3,297	3,363	3,430	3,499	3,569	3,640	3,713
		HR	16.89	17.23	17.57	17.92	18.28	18.65	19.02	19.40	19.79	20.19	20.59	21.00	21.42
	7.5 hr	MO	2,745	2,800	2,856	2,913	2,971	3,030	3,091	3,153	3,216	3,280	3,346	3,413	3,481
	7.5 hr	YR	32,936	33,594	34,266	34,952	35,651	36,364	37,091	37,833	38,589	39,361	40,148	40,951	41,770
A12	8 hr	YR	37,896	38,654	39,427	40,215	41,020	41,840	42,677	43,530	44,401	45,289	46,195	47,119	48,061
	8 hr	MO	3,158	3,221	3,286	3,351	3,418	3,487	3,556	3,628	3,700	3,774	3,850	3,927	4,005
		HR	18.22	18.58	18.96	19.33	19.72	20.12	20.52	20.93	21.35	21.77	22.21	22.65	23.11
	7.5 hr	MO	2,961	3,020	3,080	3,142	3,205	3,269	3,334	3,401	3,469	3,538	3,609	3,681	3,755
	7.5 hr	YR	35,527	36,238	36,963	37,702	38,456	39,225	40,010	40,810	41,626	42,458	43,308	44,174	45,057
A13	8 hr	YR	40,674	41,488	42,317	43,164	44,027	44,907	45,806	46,722	47,656	48,609	49,581	50,573	51,585
	8 hr	MO	3,390	3,457	3,526	3,597	3,669	3,742	3,817	3,893	3,971	4,051	4,132	4,214	4,299
		HR	19.55	19.95	20.34	20.75	21.17	21.59	22.02	22.46	22.91	23.37	23.84	24.31	24.80
	7.5 hr	MO	3,178	3,241	3,306	3,372	3,440	3,508	3,579	3,650	3,723	3,798	3,874	3,951	4,030
	7.5 hr	YR	38,132	38,895	39,672	40,466	41,275	42,101	42,943	43,802	44,678	45,571	46,483	47,412	48,360
B21	8 hr	YR	44,287	45,173	46,076	46,998	47,938	48,896	49,874	50,872	51,889	52,927	53,986	55,065	56,167
	8 hr	MO	3,691	3,764	3,840	3,916	3,995	4,075	4,156	4,239	4,324	4,411	4,499	4,589	4,681
		HR	21.29	21.72	22.15	22.60	23.05	23.51	23.98	24.46	24.95	25.45	25.95	26.47	27.00
	7.5 hr	MO	3,460	3,529	3,600	3,672	3,745	3,820	3,896	3,974	4,054	4,135	4,218	4,302	4,388
	7.5 hr	YR	41,519	42,350	43,196	44,060	44,942	45,840	46,757	47,692	48,646	49,619	50,612	51,624	52,656
B22	8 hr	YR	47,900	48,858	49,835	50,832	51,849	52,886	53,943	55,022	56,123	57,245	58,390	59,558	60,749
	8 hr	MO	3,992	4,072	4,153	4,236	4,321	4,407	4,495	4,585	4,677	4,770	4,866	4,963	5,062
		HR	23.03	23.49	23.96	24.44	24.93	25.43	25.93	26.45	26.98	27.52	28.07	28.63	29.21
	7.5 hr	MO	3,742	3,817	3,893	3,971	4,051	4,132	4,214	4,299	4,385	4,472	4,562	4,653	4,746
	7.5 hr	YR	44,906	45,804	46,721	47,655	48,608	49,580	50,572	51,583	52,615	53,667	54,741	55,835	56,952
B23	8 hr	YR	51,499	52,529	53,580	54,652	55,745	56,860	57,997	59,157	60,340	61,547	62,778	64,033	65,314
	8 hr	MO	4,292	4,377	4,465	4,554	4,645	4,738	4,833	4,930	5,028	5,129	5,231	5,336	5,443
		HR	24.76	25.25	25.76	26.27	26.80	27.34	27.88	28.44	29.01	29.59	30.18	30.79	31.40
	7.5 hr	MO	4,023	4,104	4,186	4,270	4,355	4,442	4,531	4,622	4,714	4,808	4,904	5,003	5,103
	7.5 hr	YR	48,281	49,246	50,231	51,236	52,261	53,306	54,372	55,459	56,569	57,700	58,854	60,031	61,232

Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	
B24/B31	8 hr	YR	57,070	58,211	59,375	60,563	61,774	63,009	64,270	65,555	66,866	68,203	69,567	70,959	72,378
	8 hr	MO	4,756	4,851	4,948	5,047	5,148	5,251	5,356	5,463	5,572	5,684	5,797	5,913	6,031
		HR	27.44	27.99	28.55	29.12	29.70	30.29	30.90	31.52	32.15	32.79	33.45	34.11	34.80
	7.5 hr	MO	4,459	4,548	4,639	4,731	4,826	4,923	5,021	5,121	5,224	5,328	5,435	5,544	5,655
	7.5 hr	YR	53,503	54,573	55,664	56,777	57,913	59,071	60,253	61,458	62,687	63,941	65,219	66,524	67,854
B25/B32	8 hr	YR	62,653	63,906	65,185	66,488	67,818	69,174	70,558	71,969	73,408	74,877	76,374	77,902	79,460
	8 hr	MO	5,221	5,326	5,432	5,541	5,651	5,765	5,880	5,997	6,117	6,240	6,365	6,492	6,622
		HR	30.12	30.72	31.34	31.97	32.60	33.26	33.92	34.60	35.29	36.00	36.72	37.45	38.20
	7.5 hr	MO	4,895	4,993	5,093	5,194	5,298	5,404	5,512	5,623	5,735	5,850	5,967	6,086	6,208
	7.5 hr	YR	58,737	59,912	61,110	62,333	63,579	64,851	66,148	67,471	68,820	70,197	71,601	73,033	74,493
B26	8 hr	YR	64,870	66,168	67,491	68,841	70,218	71,622	73,055	74,516	76,006	77,526	79,077	80,658	82,271
	8 hr	MO	5,406	5,514	5,624	5,737	5,851	5,969	6,088	6,210	6,334	6,461	6,590	6,722	6,856
		HR	31.19	31.81	32.45	33.10	33.76	34.43	35.12	35.82	36.54	37.27	38.02	38.78	39.55
	7.5 hr	MO	5,068	5,169	5,273	5,378	5,486	5,595	5,707	5,822	5,938	6,057	6,178	6,301	6,427
	7.5 hr	YR	60,816	62,032	63,273	64,538	65,829	67,146	68,489	69,858	71,256	72,681	74,134	75,617	77,129
C41	8 hr	YR	67,088	68,429	69,798	71,194	72,618	74,070	75,551	77,062	78,604	80,176	81,779	83,415	85,083
	8 hr	MO	5,591	5,702	5,816	5,933	6,051	6,173	6,296	6,422	6,550	6,681	6,815	6,951	7,090
		HR	32.25	32.90	33.56	34.23	34.91	35.61	36.32	37.05	37.79	38.55	39.32	40.10	40.91
	7.5 hr	MO	5,241	5,346	5,453	5,562	5,673	5,787	5,902	6,021	6,141	6,264	6,389	6,517	6,647
	7.5 hr	YR	62,895	64,152	65,435	66,744	68,079	69,441	70,829	72,246	73,691	75,165	76,668	78,201	79,765
C42	8 hr	YR	70,810	72,226	73,671	75,144	76,647	78,180	79,744	81,338	82,965	84,625	86,317	88,043	89,804
	8 hr	MO	5,901	6,019	6,139	6,262	6,387	6,515	6,645	6,778	6,914	7,052	7,193	7,337	7,484
		HR	34.04	34.72	35.42	36.13	36.85	37.59	38.34	39.11	39.89	40.68	41.50	42.33	43.18
	7.5 hr	MO	5,532	5,643	5,756	5,871	5,988	6,108	6,230	6,355	6,482	6,611	6,744	6,878	7,016
	7.5 hr	YR	66,384	67,712	69,066	70,448	71,857	73,294	74,760	76,255	77,780	79,336	80,922	82,541	84,191
C43	8 hr	YR	74,519	76,009	77,529	79,080	80,662	82,275	83,920	85,599	87,311	89,057	90,838	92,655	94,508
	8 hr	MO	6,210	6,334	6,461	6,590	6,722	6,856	6,993	7,133	7,276	7,421	7,570	7,721	7,876
		HR	35.83	36.54	37.27	38.02	38.78	39.56	40.35	41.15	41.98	42.82	43.67	44.55	45.44
	7.5 hr	MO	5,822	5,938	6,057	6,178	6,302	6,428	6,556	6,687	6,821	6,958	7,097	7,239	7,383
	7.5 hr	YR	69,861	71,259	72,684	74,138	75,620	77,133	78,675	80,249	81,854	83,491	85,161	86,864	88,601

## **EXHIBIT “C” CLASSIFICATION AND COMPENSATION PROVISIONS**

### **I. PURPOSE**

It is the philosophy of Yakima County to support recruitment and motivation of well qualified, productive employees and to encourage and recognize activities that make a positive difference in the lives of Yakima County residents. The County therefore desires to recruit and retain individuals who demonstrate initiative, high ethical standards, team orientation and a willingness to accept responsibility for performance. The County recognizes that motivation is critical to the success of employees in achieving its overall mission, goals and objectives. Appropriate developmental and advancement opportunities, recognition for above standard performance and support for employee initiative and creative problems solving will motivate employees toward achievement of County goals.

To support this philosophy Yakima County brings together the elements of timing, public and employee relations, planning, organization and legal concerns in the complex set of management tools which comprise the Yakima County Classification and Compensation System. These management tools include a classification structure which defines the body of work performed and a compensation structure which provides fair and equitable compensation for that work and policies and procedures to provide administrative oversight.

This Exhibit supersedes all previous Classification and Compensation policies as regards employees in this bargaining unit. Provisions of negotiated labor contracts, inclusive of new Exhibit C, which conflict with prior policies take precedence over past policies to the extent applicable.

### **II. COMPENSATION**

#### **A. STATEMENT OF POLICY**

It is the policy of Yakima County to establish a compensation system that will allow the County to effectively compete for qualified personnel and to ensure that salaries are equitable and commensurate with the duties performed by each employee.

#### **B. DECISION BAND METHOD PAY PLANS**

1. ***Philosophy:*** Based upon the Decision Band Method of job evaluation, the Yakima County Compensation Structure shall reflect both internal equity and external parity with the labor markets in which the County must compete. Compensation structure recommendations shall include consideration of the salary range structure as well as all other compensation received by employees.
2. ***Base Salary Pay Plan Ranges:*** All classifications shall have a base salary range which may be modified periodically by the Board of County Commissioners based on labor market data and the County’s economic position. The base salary pay plan structure shall reflect the relative internal value relationship of classes as established in the classification structure through the Decision Band Method

(DBM) of job evaluation. The County remains committed to ensure that base salary ranges reflect the comparable labor market.

3. ***Salary Survey Methodology:*** The Board of County Commissioners may periodically decide to update labor market data for their use in establishing base salary ranges for classifications within the DBM classification system. When appropriate, updated labor market data shall be obtained by surveying the County's comparable labor market. The County shall complete an in-depth analysis of the labor market data every 4 years and perform a soft touch on an annual basis to assess overall pay changes of comparable counties as designated in Section 3.2

The Salary Survey will consist of: a Benchmark Job Analysis, a determination of the County's Labor Market; and a Salary Survey Analysis Methodology to analyze Survey data.

- 3.1. ***Benchmark Job Analysis:*** Benchmark classifications are those County jobs that are likely to have similar characteristics with other organizations and are used as standards against which the pay of other jobs can be compared. Benchmarks utilized for the Salary Survey will be selected using the following guidelines:

- 3.1.1. Benchmarks should be selected from throughout the DBM structure such that all Bands, Grades, and Subgrades are represented.

- 3.1.2. Benchmarks should include a minimum of three representative job classifications within each Band, Grade, and Subgrade.

- 3.1.3. Benchmarks should be fairly accurate representations of all job classifications within each Band, Grade, and Subgrade.

- 3.1.4. Benchmarks should be readily recognizable by survey participants and should be typical jobs that would exist in the organizations to be surveyed, and

- 3.2 Benchmarks should include job classifications that contain a number of employees.

***Labor Market:*** The determination of the County's labor market(s) is a critical step in obtaining relevant compensation comparables. Yakima County has selected the following counties as comparables:

Benton County  
Grant County  
Kitsap County  
Spokane County  
Thurston County  
Whatcom County

4. ***Salary Survey Analysis Methodology:*** Survey information obtained as a result of the Salary Survey for the following pay grade levels:

- General Pay Plan: A11, A12, A13, B21, B22, B23, B24/B51, B25/B32, B26, C41, C42, C43, C44/C51, C45/C52, D61, D62, D63, D64/D71, D72, E81
- Information Technology Pay Plan: IT22, IT23, IT24, IT25, IT26, IT41, IT42, IT43, IT 44, IT45
- Information Technology Management Pay Plan: ITM1, ITM2
- Engineering Pay Plan: ENG22, ENG24, ENG25, ENG26, ENG41, ENG42, ENG43, ENG44, ENG45
- Engineering Management Pay Plan: ENGMI, ENGM2, ENGM3
- Attorney Pay Plan: ATT1, ATT2, ATT3, ATT4, ATT5

Survey information will be compiled and analyzed in accordance with the following methodology:

- 4.1 An Adjusted Salary for each participant's reported benchmark will be calculated by normalizing the reported wages to an annual salary comprised of a 40 hour work week, a 173.33 hour work month, and a 2,080 hour work year.
- 4.2 The comparable data shall be weighted (adjusted) to reflect the Yakima County labor market using a salary data source .
- 4.3 A Minimum and Maximum Adjusted Salary will be calculated as follows for each benchmark reported by all respondents.
  - 4.3.1 The Minimum Adjusted Salary will be the respondent's lowest reported Adjusted Salary for the benchmark.
  - 4.3.2 The Maximum Adjusted Salary will be the respondent's highest reported Adjusted Salary for the benchmark.
- 4.4 The Minimum and Maximum Adjusted Salaries will be standardized to the Yakima County labor market.
- 4.5 The midpoint (50<sup>th</sup> percentiles) of the Minimum and Maximum Salaries will be calculated for each benchmark.

5. ***Salary Range Structure:*** The Yakima County salary range structure shall provide sufficient breadth to recognize increased value to the County.

- 5.1. Salary range shall consist of the following maximum number of steps for each pay plan:



- General Pay Plan: 13 steps
- Information Technology Pay Plan: 13 steps
- Information Technology Management Pay Plan: 13 steps
- Engineering Pay Plan: 13 steps
- Engineering Management Pay Plan: 13 steps
- Attorney Pay Plan: variable up to 11 steps

5.2. The Range for each Band, Grade, and Subgrade will be calculated by using the market midpoint associated growth for each pay grade and placement at Step 7 for all pay plans.

6. ***Pay Table Structure:*** The first data point will represent the Entry Salary; The thirteenth data point will represent the Maximum Salary. The range will be created using the Market midpoint rate at Step 7. All steps above and below Step 7 will be calculated by using 2% between each step to create the paygrade.

7. ***Establishment of Compensation:*** Compensation to employees includes consideration of the salary range structure as well as all other economic benefits received. The Board of County Commissioners, based on the County's economic position and the County's labor market, may choose to implement compensation increases to employees by way of salary increases and/or increases to economic benefits. At such times that the Board decides to grant employee salary increases, the Board may choose to:

- 7.1 Provide Step Increases for those eligible to advance one step, if available. A step is "available" if the employee has not reached the maximum step allowed;
- 7.2 Provide a Cost-of-Living Adjustment (COLA) using a designated index.
- 7.3 Revise a Pay Range by applying all or part of a market adjustment identified by the Salary Survey Methodology to the Salary Range Structure and Pay Table Structure.
- 7.4 Revise a Pay Range by applying all or part of a market adjustment AND approve the movement of employees up one increment in a Pay Range.
- 7.5 Changes to the above established compensation recommendations require review and approval by the Board of County Commissioners.

## C. MAINTENANCE OF THE PAY PLANS

The Human Resources Department shall be responsible for the continuous maintenance and administration of the Yakima County Compensation Plans. This will include a periodic review and analysis of rates of pay for similar positions in comparable labor markets, organizations, cost-of-living factors, budgetary considerations, and other related factors. On the basis of this information, the

Director of Human Resources shall recommend to the Board of County Commissioners changes to keep the plan current, uniform and equitable. Such changes shall be approved by the Board of County Commissioners and shall then be included in the annual budget.

The Yakima County Compensation System shall include a Decision Band Method Pay Plan for classes included in the Decision Band Method Classification System, as well as Pay Plans according to provisions of bargaining agreements for other employee groups.

### **III. YAKIMA COUNTY CLASSIFICATION STRUCTURE**

#### **A. PHILOSOPHY**

The Yakima County Classification Structure will reflect meaningful and measurable differences in the levels of work within each occupational group. The classification structure will facilitate internal equity. The classification will designate different levels and categories of work according to the Decision Band Method of job evaluation. The classification structure will be periodically reviewed to ensure that it meets current needs of operating departments and, also, that it is sufficiently flexible to adapt to changing environments. The County will create new classes and redefine class responsibilities as needed to ensure responsiveness to organizational and environmental change.

Revision of class specifications and position descriptions within the classification plan shall be made as often as is necessary to provide current information on positions and classes. Position descriptions and class specifications do not constitute an employment agreement between the County and employee; and are subject to change as the needs of the County and the requirements of the job change. Examples of duties listed in the class specification are intended only as illustrations of the various types of work performed. Omissions of specific statements of duties does not exclude them from the position if the work is similarly related or a logical assignment to the position.

#### **B. RESPONSIBILITIES**

1. ***Human Resources Department:*** It shall be the duty of the Human Resources Department to work with the Personnel Committee and Department Heads and Elected Officials to examine the duties of positions, to allocate them to existing or newly created classes, to periodically review the entire classification plan and to recommend modifications to reflect current accepted classification practices, changes in responsibilities of existing positions, and compliance with new laws and regulations. The Human Resources Department will respond to departmental requests for revision of class specifications or development of new class specifications to meet on-going operational requirements of Yakima County. The Human Resources Department shall prepare recommendations for the Board of County Commissioners regarding position reclassification after Decision Band Methodology position review. The Human Resources Department shall assist the Department Head/Elected Official in scheduling any appeal of denied position reclassification requests with the Personnel Committee.
2. ***Department Head/Elected Officials:*** Class specifications will be reviewed by operating departments on an annual basis to ensure that they meet current needs. Department Heads and

Elected Officials shall submit a written recommendation to the Human Resources Department when a new position is requested or the duties of a position are substantially changed, including justification for reclassification and emphasizing changes in position responsibilities, requirements or decision-making level.

3. **Personnel Committee:** The Personnel Committee reviews Classification and Compensation System policy administration issues, makes related recommendations to the Board of County Commissioners and serves as the reclassification appeal board.

3.1 The Personnel Committee shall consist of a member of the following:

- Board of County Commissioners
- Corporate Counsel
- Elected Official of a Department
- Human Resources Director
- Human Resources Senior Manager (non-voting)
- Judicial Director or Senior Management
- Large Department Director or Senior Management
- One (1) member from Coalition of Unions (non-voting), selected by the Union Coalition . Union Representative will be specific to the union of the position being discussed. *Moved non-voting.*

3.2 Members of the Personnel Committee shall have no term limit and serve at will.

3.3 Upon vacancy, members will be replaced as appointed by the Personnel Committee with the exception of the Union Member.

## **C. BROAD CLASSES**

The Yakima County Classification Structure shall generally consist of broad classes that reflect the essential duties and responsibilities performed by incumbents in each class and will include a limited number of narrow classes where appropriate. The classification structure shall provide for career advancement/progression within occupational groups where feasible.

## **D. CLASS SPECIFICATIONS**

The Human Resources Department shall maintain class specifications which shall include: Class Title, Class Code, Department, Overtime Status, Reporting Structure, Effective Date, Essential Duties (reflecting current typical duties performed), Minimum Qualifications, and Special Requirements. The class specification shall serve as the basis for defining the generic duties of the classification. Copies of class specifications are available in the Human Resources Department and on the County's website.

The Human Resources Department shall maintain documentation regarding specific position descriptions titled Position Description Questionnaires (PDQs). These PDQs provide the basis for

customizing recruitment announcements, performance management and appraisal, and to ensure compliance with federal and state employment and safety laws, rules and regulations.

Human Resources and the Elected Official or Department Head will review each PDQ for accurate duty statements, minimum education and experience and DBM classification each time the position is vacated. Recommendation for changes in classification due to change in duties or organizational structure shall be reviewed by the Personnel Committee prior to recruitment for the vacant position.

#### **IV. PROCEDURES**

##### **A. NEW EMPLOYEE HIRING**

New employees may be hired between Step 1 and Step 4 in the appropriate pay grade. Human Resources will review all entry rate offers up to Step 4 of the appropriate pay grade for internal equity and discuss with the Department Head/Elected Official prior to an offer of employment.

The Department Head/Elected Official may hire above Step 4 by requesting an exception to policy. Justification for hiring above the entry rate or other considerations must accompany the request for the exception. Human Resources will review the request for internal equity and discuss with the Department Head/Elected Official prior to the recommendation for approval by the Board of County Commissioners.

##### **B. DEMOTION PAY RATE**

1. An employee who is demoted as a disciplinary action shall be placed at the same step level in the lower classification pay range as currently held in the position from which demoted. Approval for placement at a higher step level shall require approval of the Board of County Commissioners.
2. An employee who accepts an involuntary demotion for non-disciplinary reasons shall be placed in the step level that is closest to, but not greater than, the pay rate in the class from which demoted.
3. An employee who voluntarily requests a demotion to or applies for position in a lower classification shall be placed in the compensation system as indicated in Section IV.A: New Employee Hiring.
4. Approval for placement at a higher step level shall require approval of the Board of County Commissioners.

##### **C. RECLASSIFICATION**

The employee or Department Head may submit to the Human Resources Department a request for reclassification. As the first step in the review, the employee will be asked to complete and return a Position Description Questionnaire and participate in a desk audit to discuss the duties performed. Human Resources will conduct a position review according to the Decision Band Method. A report

of recommendations shall be given to the Personnel Committee which may accept, modify, or reject the Human Resources Department recommendations. If the Personnel Committee determines after reviewing the Human Resources Department recommendations that no change is needed for the position, Human Resources will notify the department of the Personnel Committee decision. The Department Head/Elected Official may appeal the Personnel Committee decision or recommendation in person, before it is submitted to the Board of County Commissioners. Human Resources shall submit the Personnel Committee recommendation for consideration by the Board of County Commissioners.

The frequency for position reclassification requests shall be limited to once every 12 months from previous review.

The effective date of all reclassifications approved by the Board of County Commissioners will be the first of the pay period following receipt of the signed Action Memo.

#### **D. RECLASSIFICATION PAY RATE**

1. An employee who is advanced to a higher pay grade through reclassification shall have their salary set in accordance with Article 14.2 B.
2. An employee in a position reclassified to a classification in the same pay range shall receive no increase in pay.
3. An employee in a position reclassified to a lower level shall be placed in compliance with Exhibit "C", paragraph IV. B.2.

#### **E. OUT-OF-CLASS PAY**

There are circumstances in which an employee receives compensation for the performance of duties in a higher classification than normally performed. Compensation for working out of classification is provided as a temporary monetary recognition to an employee for the assumption and performance of duties normally performed by an employee of a higher classification. The provisions herein apply to all employees of the County unless existing labor contracts specifically provide for a different out-of-class procedure:

1. The assumption and performance of the duties of the higher classification must encompass a range of responsibilities of the higher classification not included in the current classification.
2. The employee must meet the minimum education, experience and certification requirements of the higher classification.

The classification must be one identified as in use within the employee's designated department or division

3. Out-of-class compensation shall not apply to temporary assignments made pursuant to mutual agreement between the employee and supervisor for the purpose of providing training for a mutually agreed upon period of time.
4. Out-of-class compensation shall not apply for coverage of a work station for a short period of time due to another employee's absence, unless specifically provided for in a collective bargaining agreement. A short period of time is defined as under 30 consecutive days.
5. When the out-of-class assignment is for less than a 30 day period, other miscellaneous hours such as sick or PTO leave and holiday pay are calculated at the employee's regular base rate.
6. Employees approved to work out-of-class over 30 days are to be paid the higher rate for the approved period. In this instance, other miscellaneous hours are calculated at the out-of-class rate. Approval to pay out-of-class for a period over thirty (30) days must be granted by the Board of County Commissioners.
7. Out-of-class assignments are limited to 6 months at a time, at which point the out of class assignment will be reviewed by the Department Head/Elected Official and Human Resources to determine if a one-time extension is necessary.
8. Out-of-class assignments that exceed 6 months will be reviewed and considered for reclassification.

Out-of-class compensation will be calculated using the following methodology:

- a. **1 Pay Grade Change:** Employee will be compensated at 7.5% increase above the current rate of pay in the employee's regular pay range;
- b. **2 Pay Grade Change:** Employee will be compensated at 15.0% increase above the current rate of pay in the employee's regular pay range;
- c. **3 Pay Grade Change or higher:** Employee will be compensated at 20.0% increase above the current rate of pay in the employee's regular pay range;
- d. **Compensation for interim appointments to Direct Report positions** shall be determined by Action Memo by the Board of County Commissioners.

Out-of-class compensation shall begin the first day of the following pay period in which the notification of approval is received.

## **F. REORGANIZATIONS**

*"Reorganization"* means a redistribution of duties and responsibilities among two or more positions within a work unit which impacts the classification of the positions. The redistribution may involve the assignment of new duties to a position, the removal of duties from a position, or the exchange of duties among multiple positions.

When a department initiates a reorganization, Human Resources shall assist by conducting a timely and comprehensive study, identifying and analyzing union issues, effect on employees, fiscal impact, and effect on the Classification and Compensation System. Study recommendations shall be presented in a staff report to the Personnel Committee and Department Head/Elected Official based upon policy, legal and contractual obligations and best business practice. The Personnel Committee shall recommend reorganization changes to the Board of County Commissioners.