

2025-2026

ORIGINAL

Labor Agreement

By and between

**BOARD OF COUNTY COMMISSIONERS OF YAKIMA COUNTY,
YAKIMA COUNTY TECHNOLOGY SERVICES,**

And

**TEAMSTERS LOCAL UNION #760
Affiliated with the International Brotherhood of Teamsters**

Representing: Information Technology Services Employees

Effective

January 1, 2025

through

December 31, 2026

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.1 This Agreement is made and entered into by and between the BOARD of COUNTY COMMISSIONERS of YAKIMA COUNTY, WASHINGTON hereinafter referred to as the "County", YAKIMA COUNTY TECHNOLOGY SERVICES DEPARTMENT, both of whom are the "Employer", and TEAMSTERS LOCAL NO. 760 hereinafter referred to as the "Union," for the purpose of fixing the wages, hours and working conditions affecting the employees.
- 1.2 This Agreement also serves the purpose of increasing the general efficiency of Yakima County Technology Services and maintaining harmonious relations between the County, its employees, and the Union. To accomplish the foregoing, the parties hereto agree to the following articles within this Agreement.

ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes the Union, as certified by PERC Decision 11255-PECB, Case 19814-E-05-3102 as the sole and exclusive collective bargaining representative of all regular full time and regular part time employees of the Yakima County Technology Services, excluding supervisors, confidential employees, casual employees, and all other employees.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 The Union recognizes the prerogatives of the Employer to operate and manage the Technology Services Department and the services provided thereby in all respects in accordance with its responsibilities, lawful powers and legal authority. All matters not expressly covered by the language of this Agreement and/or mutually agreed upon written agreements executed subsequent to the date of signature of this labor agreement, shall be administered by the Employer in accordance with such policies and/or procedures as the Employer, from time to time, may establish and implement. The Employer's prerogatives or rights include, but are not limited to, the following:
 - a. The right to establish and implement reasonable work rules, procedures, and work performance standards including the right to complete written performance evaluations of bargaining unit employees.
 - 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 this labor agreement.
 - c. The right to hire, transfer, suspend, discharge, lay off, recall, promote, or discipline employees as deemed necessary by the Employer as provided by this Agreement and/or as provided by the General Rules and Regulations of Yakima County.
 - d. The right to determine the size and composition of the work force, modify job responsibilities, and assign employees to work locations and shifts.

- e. The right to determine what duties shall be performed by various personnel.
- f. The parties understand that incidental duties connected with operations, not enumerated in job descriptions, shall nevertheless be performed by the employee when requested by a supervisor.
- g. The right to take actions as may be necessary to carry out Employer's services in emergencies.
- h. The right to take actions necessary to comply with the Americans with Disabilities Act.

3.2 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust emplaced in the officials, in this case, the Board of Yakima County Commissioners and the elected officials and/or departmental directors and the rights and obligations owed thereby to the electorate in conformity with statutory law.

3.3 Past Practices: The Employer may change a past practice after providing the Union with written notice. If the Union wishes to bargain about the change 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 so long as the change does not affect the terms and conditions of the Collective Bargaining Agreement. In the event of a bona fide emergency, no notice or bargaining is required before implementing the change.

3.4 It is the intent of the Employer to continue to utilize its employees to perform work; provided, however, the Employer has the right to contract out work. If the Employer determines it necessary to contract out work performed by bargaining unit members, the Employer will provide the Union with written notice. If the Union wishes to bargain about the effects, it shall provide the Employer with a written request to bargain within fifteen (15) working days of receipt of the Employer's notice. Bargaining about the effects shall conclude within thirty (30) working days. If no written request is submitted by the Union or if no settlement is reached within the thirty (30) working day time period then the Employer may proceed with its decision. The Union may continue to bargain the effects of the decision beyond the thirty (30) day time period. In the event of a bona fide emergency, no notice or bargaining is required before contracting out.

3.5 Software Implementations: The Union Representative(s) and the bargaining unit employees agree to fully cooperate with Management's implementation of any and all software Workday implementation and changes necessary to carry out departmental and County functions and responsibilities.

ARTICLE 4 - UNION RIGHTS

- 4.1 The Union does not waive its rights under applicable State Laws except as those rights are affected or set forth within the terms and conditions of the Collective Bargaining Agreement.
- 4.2 The Union will have the right to establish representative(s) within the Bargaining Unit; said representative(s) shall have the right to investigate membership concerns with respect to the Agreement during regularly scheduled work hours without loss of pay during such time provided that such investigation will not interfere with the necessary operation of the Department. The Union will advise the Employer of the identity of the aforementioned representative on an annual basis.
- 4.3 Union Investigation and Visitation Privileges - The Business Representative of the Union will notify the Employer or his/her designee and coordinate investigation or on-site visitations with the Employer. The representative shall limit his/her activities to matters relating to this Agreement; provided, however, he/she will not interfere with the operation of the normal routine of the Department.
- 4.4 Teamsters Local No.760 shall be entitled to the use of the employee bulletin board, at each of the Employer work locations.
- 4.5 The Employer agrees not to enter into any agreement with employees within the bargaining unit on an individual or collective basis, which conflicts with the terms and provisions of this Agreement.
- 4.6 Collective Bargaining: Recognizing the parties are mutually served by effective collective bargaining, the Employer will allow two (2) bargaining unit employees to attend scheduled collective bargaining sessions on work time. The Employer may approve additional staff to attend if necessary.

ARTICLE 5 - UNION SECURITY AND DUES CHECK-OFF

- 5.1 **Signed Union Dues Deduction Authorization:** For those employees who choose to join the Union, the Employer agrees to deduct once each pay period the appropriate Union dues from the pay of the bargaining unit employee who provides written authorization to the Employer to do so. A signed payroll deduction authorization is necessary for this action. The signed payroll deduction authorization shall be submitted to the Employer's Human Resources Department. The deduction will begin in the payroll period after the authorization is received or as soon as administratively possible.
- 5.2 **Amounts Deducted:** The amounts 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.

5.3 **Monthly Reports:** Employer will provide the Union with monthly electronic reports of dues activity and payments. Reports and payments received during the current month represent activities from previous months.

- **EXAMPLE** – Reports and payment received in March represents activities that transpired in February.

5.4 **Hold Harmless:** The Union will defend and hold the County harmless against all claims, demands, lawsuits, ordered losses, judgments, other forms of liability, including amounts of dues and fees withheld and/or expenses associated with the County making a good faith effort in the implementation of this Article.

5.5 **New Employee Orientations:** These provisions shall be carried out in conformity with RCW 41.56.037. Each December, the Employer will provide the Union with the upcoming year's new hire orientation calendar. The Union will contact the Human Resources Department at (509) 574-2210 to obtain information on new hires scheduled to attend orientation appropriate to their group. A Union Representative shall be granted up to thirty (30) minutes to provide each new employee with a basic overview of the employees' rights and responsibilities regarding Union membership and dues authorizations.

ARTICLE 6 - UNION—MANAGEMENT RELATIONS

6.1 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.

6.2 Agreements reached between the parties to this Agreement shall become effective only when signed by designated representatives of the Union and the Employer.

6.3 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 the 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 with a copy to the Director of Human Resources.
- 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.

- c. Disposition of matters covered in a labor relations meeting shall not contradict, add to, or otherwise modify the terms and conditions of this Agreement.
- d. Meetings shall be held during hours most convenient to the participants, and union members shall experience no loss of salary, provided that no more than two (2) union members shall be paid for such meetings.
- e. The Department Head may require that the meeting be held during non-working hours.

ARTICLE 7 - PRODUCTIVITY

- 7.1 It is mutually agreed that the Employer and the Union shall work together individually and collectively to meet the production requirements of the department, to provide the County and 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.

ARTICLE 8 - DEFINITIONS AND ELIGIBILITY

- 8.1 Anniversary Date: Original entry date into County Service as adjusted by leave without pay or break in service.
- 8.2 Bargaining Union Seniority Date – The last date they entered the union.
- 8.3 Classification Union Seniority Date – The date of the employees last promotion or demotion.
- 8.4 Continuous Service Date – Date used to determine accrual increases based on uninterrupted years of service.
- 8.5 Next Step Progression Date: Date used to determine the date of the employee next step increase.
- 8.6 Compensatory Time: Time off in lieu of cash payments for overtime.
- 8.7 Regular Full-time Employee: Employees who work on a full-time basis (thirty-seven and one half (37.5) hour or forty (40) hour schedule 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.
- 8.8 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 cause and without any recourse.

8.9 Regular Part-time Employee: Employees who work on a scheduled basis for twenty (20) hours per week, but less than full time (thirty-seven and one half (37.5) 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 on a pro rata basis.

8.10 Extra Help: Employees who work for a period of less 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 workload peaks. This category is inclusive of student, casual, and seasonal employees. Extra Help employees are not in the bargaining unit and are not covered by this Agreement. Extra Help employees are covered by the County Extra Help Policy.

ARTICLE 9 - PROBATIONARY PERIOD

9.1 New Hires: Each newly hired employee of the Technology Services Department shall satisfactorily complete a minimum six (6) month, or twelve (12) month maximum probationary period. The Employer will conduct written employee performance evaluations during this probationary period. Probationary employees may be discharged or terminated at any time without cause and without recourse.

9.2 Existing Technology Services Employees: Existing Technology Services employees who change positions must satisfactorily complete a six (6) month work performance trial period. The Employer will conduct written employee performance evaluations during this work performance period. The Employer is vested with the sole authority to determine satisfactory completion of the work performance probation period.

ARTICLE 10 - SENIORITY, LAYOFF, AND RECALL

10.1 Seniority

- a. "Bargaining Unit Seniority" or similar terms used in this Agreement means all continuous service of an employee since the last date of hire with the County in a position covered by this Agreement.
- b. "Classification Seniority" or similar terms used in this Agreement means all continuous service of an employee since the last date of hire with the County in a classification in a position covered by this Agreement.
- c. For purposes of PTO leave accrual, seniority is determined by an employee's continuous service as an employee of Yakima County as reflected in the Continuous Service Date.

10.2 The County will provide the Union with copies of the seniority list on July 1 of each year or at other mutually agreed-upon dates.

10.3 No employee may have bargaining unit seniority or classification seniority established prior to satisfactory completion of the probationary period. 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, PTO or ESL, for periods of unpaid leaves of absences, layoff or disciplinary suspension in excess of fifty percent (50%) of their normally scheduled work hours during a pay period; however, employees in such categories shall not lose seniority accrued prior to the commencement of unpaid status. Employees shall continue to accrue seniority for periods of FMLA, worker's compensation illness or injury, military leave of absence of twenty-one (21) days or less, and all time on paid leave status. The employee's seniority date, leave accrual date and increment anniversary date will be adjusted; however, employees in such categories shall not lose seniority accrued prior to the commencement of the unpaid status. In the case of authorized leave of absence without pay:

- a. The Bargaining Unit Seniority date will be adjusted when in an unpaid status.
- b. The Classification Seniority date will be adjusted when in an unpaid status.
- c. The Continuous Service date will not be adjusted when on 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.

10.4 Ties in seniority shall be broken by lot in a manner mutually agreeable to the parties.

10.5 Layoff:

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

If the Director of Technology Services (or designee) and/or the Board of County Commissioners determines that a layoff is necessary and which classification will be affected, they will take into consideration an employee's seniority, work performance record, disciplinary record and factors relating to efficiency and productivity. The order in which the criteria above is listed does not establish an order of priority. For example, a person with a higher level of seniority but with a negative performance record, discipline record and/or written record of inefficiency and unproductivity may be laid off before a less senior employee with a superior record in the other categories.
- b. Employees on leave are subject to layoff procedures.

- c. Employees shall be provided with thirty (30) calendar days' notice of their layoff status except in the event of an emergency.
- d. Bumping: Any employee who is laid off by a reduction in the work force shall have the right to retreat to his last previously held position that he/she is qualified to perform by "bumping" the least senior employee within that classification provided that the retreating employee is more senior than the least senior employee. A laid off employee may only retreat to, or bump into a position having a pay band equal to or lower than the employee's existing pay band. A re-treating employee shall maintain his seniority. He shall be paid within the wage range of the lower classification to which he is retreating and be placed at the increment level closest to, but not greater than the pay rate in the class from which he was demoted. An employee "bumped" by a retreating employee shall have the right to also retreat in compliance with the preceding procedure. Employees shall be provided with thirty (30) calendar days' notice of their lay off status except in the event of an emergency. A copy of the notice shall be provided to the Union.
- e. Recall: In the recall of employees, the last person laid off in the job classification will be recalled first, provided that said employee maintains all required licensing/certifications necessary to perform the job. Employees laid off will be eligible for recall for a period of one (1) year from the date of layoff. Employees shall notify the Employer, in writing, of their current address. An offer of recall shall be in writing and sent by certified mail to the last known address of the employee. A copy of the offer of recall shall be provided to the Union. The employee is deemed to have received notice 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 so notified must indicate in writing his/her acceptance of said recall within five (5) calendar days of receipt of notice, either by written communication to the Employer or by personal notification. Employees recalled will be reinstated the first of a pay period.
- f. 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.
- g. Benefits shall not accrue during layoffs. An employee recalled within twelve (12) months after layoff will have his previously accrued bargaining unit seniority, classification seniority, continuous service date, and grandfathered sick leave prior to layoff restored. The above dates will be adjusted for the period of time the employee was in layoff status.

ARTICLE 11 - JOB POSTING, SELECTION, AND PROGRESSION

- 11.1 Job Posting: The 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 electronically posted within the

department and physically posted 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 recruitment and application system on or before the closing date.
- c. The 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 requirement for incumbency to the vacant position, and possess sufficient knowledge, skills, abilities and experience to satisfactorily perform the duties of the position. If in the Director's judgment, the ability and qualifications of a bargaining unit employee and another applicant are equal, the bargaining unit employee shall be selected. If in the Director's judgment, the ability and qualifications of two (2) or more Technology Services employees are equal, the senior employee shall be selected.
- d. If a vacancy occurs in a position with the same job classification and minimum requirements of a prior job announcement, the 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.

11.2 Promotions: Insofar as practicable, first consideration shall be given to employees within the 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 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 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.

11.3 Progression Designations: Progression to the next level in the Application / System / Network Administrator job series is determined by the employee meeting the level of supervision and years of service required for the higher job level. The Technology Services Director will determine eligibility for progression and will submit the request for progression to human resources.

ARTICLE 12 - PAID TIME OFF (PTO)

12.1 PTO leave is earned by 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.

Example: Monthly PTO accrual = 10 hours

First pay cycle: 5 hours (earned at end of pay cycle = 15th of the month)

Second pay cycle: 5 hours (earned at end of pay cycle = last day of the month)

12.2 Newly hired employees earn PTO leave on a prorated semi-monthly basis based on their date of hire.

12.3 Terminating employees earn PTO leave on a prorated semi-monthly basis based on their date of termination.

12.4 Maximum: PTO leave may be accumulated to a maximum of the equivalent of forty (40) working days (320 hours), after which time, if not taken, shall lapse pay period by pay period. Part time employees accrue PTO leave on a pro-rated basis.

12.5 Accrual: PTO shall be accumulated and credited in the following manner:

Continuous Service		Accrual Rate (40 hour week)	Accrual Rate (37.5 hour week)
Less than 2 years service	0-24 months	10.00 hours per month	9.38 hours per month
Two (2) years service	25-36 months	12.00 hours per month	11.25 hours per month
Three (3) years service	37-60 months	13.34 hours per month	12.50 hours per month
Five (5) years service	61-120 months	14.67 hours per month	13.75 hours per month
Ten (10) years service	121-180 months	16.67 hours per month	15.63 hours per month
Fifteen (15) years service	181-240 months	18.00 hours per month	16.88 hours per month
More than twenty (20) years service	241 or more months	20.00 hours per month	18.75 hours per month

12.6 Employees on an unpaid leave of absence and whose leave is covered under FMLA or Workers Compensation will continue to accrue PTO leave and neither their Continuous Service Date (accrual 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 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 a leave without pay status and the leave without pay status exceeds fifty percent (50%) of their regularly scheduled hours for the pay period.

12.7 Computation of Payment: PTO leave shall be charged at a rate equal to the time absent from the normally assigned shift.

- a. All accumulated PTO leave is paid when an employee leaves employment of Yakima County in good standing 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. Payments of accumulated PTO leave is calculated by multiplying the employee's base hourly rate, at the time of termination, times the total number of accumulated PTO leave hours.

12.8 Use:

- a. PTO leave must be requested in advance and is subject to the approval of the Technology Services Director or his designee.
- 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 or designee(s), an employee may take any portion of the PTO leave at any time, providing 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.

12.9 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, registered domestic partner, or child, who has an extraordinary or serious illness or injury which requires the employee's attendance or direct care; and
- c. Have depleted or shortly will deplete all leave reserves (PTO leave, sick leave or compensatory time); and
- d. Have diligently attempted to accrue PTO leave; and
- e. Not be eligible for industrial insurance or County sponsored disability 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 or her leave balance falling below ten (10) days. This provision shall be administered by the Human Resources Department.

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

ARTICLE 13 – GRANDFATHERED SICK LEAVE/EXTENDED SICK LEAVE (ESL)

- 13.1 Eligibility: Accumulated grandfathered sick leave is canceled automatically upon separation from employment, except upon retirement or death.
- 13.2 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 13.4 below. This bank no longer exists for accruals.
- 13.3 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 retirement system. 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 the employee's 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.

13.4 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, state registered domestic partner, child, stepchild, 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, stepbrother, step-sister, grandparent, 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.

Each instance means "condition or period of illness". Thus, for one individual, there possibly could be allowed three days, or there can be recurring periods of illness such as in chronic cases.

- f. 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 a death in the immediate family. "Immediate family" includes only persons related by blood or marriage or legal adoption, specifically and limited to wife, husband, state registered domestic partner, parent, parent-in-law, grandparent, brother, sister, child, stepchild, grandchild or step-grandchild of the employee, not aunt, uncle, cousin, niece or nephew unless living in the employee's household. The use of grandfathered sick leave for

bereavement leave shall be limited to a maximum of five (5) days of grandfathered sick leave for each occurrence.

- h. The Union and Employer agree to comply with the provisions of the Federal Family Medical Leave Act.

13.5 Reporting: An 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 in excess of twenty-four (24) consecutive work hours.

13.6 Workers Compensation:

- a. An employee receiving Workers Compensation time loss payments due to an on-the-job injury may 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 doctor 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.

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

- a. Extended Sick Leave (ESL) Accruals: ESL is earned by regular full-time employees of Yakima County at the rate of four (4) hours (3.75 hours for a 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 = 15th 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.

b. An employee is eligible to use available ESL when the employee has:

- an extended illness or injury lasting more than 10 consecutive work days (cannot be used for intermittent absences);
- A qualified family member with an extended illness or injury lasting more than 10 consecutive work days (cannot be used for intermittent absences);
- served thirty (30) consecutive days of employment; and
- used 5 work days or 40 hours of PTO, SL, CT or LWOP.

c. Upon separation from employment with Yakima County, any unused ESL is forfeited without payment.

d. All re-employed persons, whose continuous service has been interrupted by termination, shall be considered new employees and shall be subject to the applicable qualifying period of employment. Exception: Employees rehired within the layoff period after a reduction in force will have their accumulated ESL bank hours restored.

e. **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.

f. **COMPUTATION OF PAYMENT.** ESL shall be charged at a rate equal to the time absent from the normally assigned shift.

g. **USE.** ESL may be taken under the following conditions:

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

13.8 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.

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

ARTICLE 14 - OTHER LEAVES

- 14.1 Leave of Absence Without Pay: Written requests for leave of absence without pay may be granted by the Department Head or designee for a period not to exceed six (6) months. The written request will state the reason for the request and expected length of the absence. Approval, if granted, shall be provided to the employee in writing. An extension of an approved leave of absence without pay beyond six (6) months may require approval from the Board of County Commissioners. Upon expiration of an approved leave of absence without pay, the employee shall be reinstated in the position held at the time the leave was granted. 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.
- 14.2 An employee on authorized leave of absence without pay may elect to continue to participate in the County's medical and life insurance plan. Full cost of the coverage to include both Employer and employee shares, shall be paid by the employee. Such payment shall be made in advance for each month or portion thereof for which the employee is absent.
- 14.3 Leave of Absence with Pay: Leave of absence with pay may be granted for the following reasons:
 - a. Military Leave: In the case of Military Leave, the County abides by the provisions of the laws of the United States (USERRA) and the State of Washington (RCW 38.40.060). An employee who is a member of the National Guard or Reserves of the United States, and who is ordered to active military duty for training purposes, shall be granted military leave of absence with pay for a period not to exceed twenty-one (21) working days each year beginning October 1 through September 30 the following year. Any days taken beyond the twenty-one (21) Military Leave days must be charged as PTO leave or leave without pay. During the time he/she is on Military Leave with pay, the employee shall receive his/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 a temporary position to enter active duty in the armed forces of the United States, or the Washington National Guard, shall be placed on military leave without pay and shall be entitled to be restored to their former position, or one of like bargaining unit seniority, classification seniority, status and pay provided they apply for re-employment in accordance with the provision of USERRA, and present proof of honorable discharge or separation.
 - b. Court Leave: All regular employees, submitting the proper documentation, shall be given court leave for the purpose of serving as a member of a jury or subpoenaed as a witness in Federal, State, County or City Court during regularly scheduled work hours. This type of leave will not be charged against any other leave accrued and there will be no deduction in regular compensation for the absence. All fees received for jury duty will be forfeited by the employee except those received for payment of mileage and other related travel expenses. An employee shall not receive Court Leave for civil cases where the employee is a party in a legal dispute, unless the dispute is related to actions taken by the employee

while performing or purporting to perform duties in the course of employment with the County.

- c. Special Meetings and Training: Whenever it is deemed in the best interest of the County as determined by the Department Head, 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.

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

ARTICLE 15 – HOLIDAYS

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

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

15.2 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 proceeding Friday shall be observed as the holiday.

15.3 If an employee performs work on a holiday, he/she shall receive, at the employee's option:

- a. holiday premium pay at time and one half for each hour worked plus the paid holiday; or
- b. an alternate day off within the same pay period. The alternate day off must be mutually agreed upon by the employee and the Supervisor. If the employee only works a partial day on the holiday, he/she must combine hours worked and other paid time off to complete the work day.

Holiday pay shall be included as "time worked" for the purpose of determining whether an employee has "worked" forty (40) hours a week.

- 15.4 Any employee on approved PTO when a holiday occurs will not be charged with PTO leave for that day. (This provision is not applicable to Article 15.3.b. above)
- 15.5 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.
- 15.6 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.
- 15.7 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.
- 15.8 A holiday shall not exceed an 8-hour work day. Holiday benefits are pro-rated for part-time employees.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

- 16.1 Regular Hours: The regular hours of work during a work day shall be consecutive except for interruptions for the rest and meal periods. Reference to consecutive hours of work shall be construed to include rest and meal periods.
- 16.2 Definitions:
 - a. Work Week – The work week shall normally consist of no more than forty (40) working hours in any given seven (7) day period.
 - b. Work Day – Any combination of consecutive hours of work in a twenty-four (24) hour day.
 - c. Work Schedule – A specified arrangement of work days at a specified work site or sites in a seven (7) day period.
- 16.3 Alternate Work Schedule – The Employer, upon mutual agreement with an employee, may institute an alternate work schedule.
 - a. When the Employer and employee agree to change work schedules from a normal work schedule to an alternate work schedule, then the change will commence at a mutually agreeable time.
 - b. When the Employer or employee determines it is necessary to alter or change work schedules from an alternate work schedule back to a normal work schedule, then the party requesting the change shall give five (5) working days' notice to the other party.
 - c. The Employer will provide written notice to the union of any change to or from an alternate work schedule.

16.4 Scheduling:

- a. The Employer has the right to determine an employee's workweek and to schedule the hours of work.

16.5 Meal and Rest Periods:

- a. Employees will be allowed a meal period of at least thirty (30) minutes commencing no less than three (3) hours nor more than five (5) hours from the beginning of the employee's work day. Meal periods shall be on the Employer's time when the employee is required by the employer to remain on duty or at a prescribed work site.
- b. An Employee who works three (3) or more hours beyond his/her normal work day will be allowed a thirty (30) minute meal period prior to or during this period.
- c. Employees shall be allowed a rest period of fifteen (15) minutes per four (4) hours of work time. Rest periods will be on the Employer's time and will be scheduled as near as possible to the mid-point of each half work day period. It is the employee's responsibility to schedule the rest period.
- d. Meal periods and rest breaks shall not be used to arrive late or leave early from work without approval of the Department Head or designee.

16.6 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 Department Head 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.

16.7 Work Day Cancellation: If the Employer cancels a work day or portion thereof for extreme weather conditions, the safety of the employees or other operational reasons, then the Employer makes the following provisions:

- a. If notice of cancellation is given to the employee(s) anytime during the previous day, then no compensation is due for said cancellation; or
- b. If notice of cancellation occurs during the first half of a regular work day, then said employee(s) shall be paid as if having worked one-half the regular workday; or
- c. If notice of cancellation occurs during the second half of a regular work day, then said employee(s) shall be paid as if having worked the entire regular work day.

16.8 Schedule Changes: The Employer may make scheduling changes as provided below:

- a. Any change in the regular work week will require no less 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.
- b. Short term schedule changes lasting six (6) months or less may be made with five (5) working days' notice to the affected employee except if the five (5) working days' notice is mutually waived by the employee and supervisor, or where the change is due to the absence of an employee due to resignation, termination, or use of leave, in which case as much notice as reasonably possible will be made to the affected employee. Short-term schedule changes will be made in writing to the affected employee.

16.9 In the event an employee is required to report to work to a location other than his normal work site without receiving two (2) days' notice, the Employer will either provide a county vehicle or will pay mileage in excess of their normal commute at the current County reimbursement rate until the two (2) day notice requirement is met.

16.10 In case of an emergency, the Employer may make schedule changes as necessary without discussion with the Union or notice to the employees. The Union will be notified as soon as possible thereafter.

16.11 Overtime – Employees shall be compensated for all authorized hours worked in excess of (40) hours in a work week at one and one-half times their regular straight time hourly rate of pay. For the purposes of overtime threshold, work performed shall also include PTO, sick leave, holiday leave and compensatory time. 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. An employee who works overtime may be compensated either by pay or compensatory time off at the employee's option.

16.12 Compensatory time off is subject to prior approval of the Director of Technology Services or his designee(s) based on work requirements. Compensatory time may be accrued to a maximum of sixty (60) hours. Any time accrued in excess of sixty (60) 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, the 16% or 10.8% increase and the employee placements. Compensatory time off may be carried from one calendar year to the next. The Employer retains the right to cash out any or all of the employee's compensatory time balances or require the employee to use available compensatory time off based on financial and operational needs.

16.13 Standby Duty: The Employer may designate employees to be on standby duty during off-duty hours. Standby duty is assigned in seven (7) consecutive day periods, beginning on a Monday at 8:00 a.m. through the following Monday at 7:59 a.m. When an employee on Standby is required to perform work outside the normal work schedule, the employee shall be compensated or paid for

hours actually worked in addition to the Standby pay but shall not be entitled to the call-out premium in section 16.14.

- a. An employee designated on standby duty shall be available on a twenty-four (24) hour basis. The employee must be in a position to respond by phone 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 accessible by cell phone. A County cell phone for standby duty will be provided at the employee's request.
- c. Standby duty shall be divided amongst those qualified as determined by the Employer. In the case where there are no volunteers, standby can be mandated.
- d. 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 two (2) hour's pay at the straight 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 or holiday, shall receive pay or compensatory time for four (4) hour's pay at the straight rate.

16.14 Callout: An employee who is required to perform work after having completed his/her regular shift, and having left the premises, shall be paid as follows:

- a. Employees who can perform work through remote access and don't have to commute to a work location shall be paid for a minimum of thirty (30) minutes at straight rate. If the work exceeds 30 minutes, employees will be paid in 15 minute increments at the appropriate rate.
- b. Employees who are required to return to a designated work location after having completed their regular shift shall be paid for a minimum of one (1) hour at the rate of one- and one-half times their regular straight time hourly rate of pay. In addition, the employee shall receive compensation at the applicable rate for actual time worked. Only time actually worked shall apply for overtime purposes.

16.15 Out of Classification Work: Employees assigned to work at a higher job classification for fourteen (14) or more consecutive days, will be paid at a standard flat rate of seven and one-half percent (7.5%), subject to Commissioner approval as follows:

- a. When an employee is assigned to work in a job classification that is two (2) classifications higher than their own for fourteen (14) or more consecutive days, the employee shall be paid at a standard fifteen percent (15.0%) flat rate, subject to Commissioner approval.

- b. When an employee is assigned to work in a job classification that is three (3) classifications higher than their own for fourteen (14) or more consecutive days, the employee shall be paid at a standard twenty percent (20.0%) flat rate cap, subject to Commissioner approval.
- c. No employee can be paid more than the twenty percent (20.0%) flat rate cap for any reason.

16.16 Court Time: Any employee who, because of work related to his/her position duties, is required to appear and/or testify in court on his/her own time shall be paid for a minimum of two (2) hours at the applicable rate. In addition, the employee shall receive compensation at the applicable rate for actual time worked in excess of two (2) hours.

16.17 No Pyramiding: Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

16.18 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 time the normal rate of pay.
- d. Mileage Reimbursement: Employees who use a personal vehicle for County business or work related activities in accordance with County policy shall receive reimbursement for their mileage. Mileage reimbursement shall be set at the current Internal Revenue Service (IRS) rate. Maximum use shall be made by the County of County-owned vehicles in order to avoid use of the employee's vehicle whenever practical.

ARTICLE 17 - DISCIPLINE/WORK RULES

17.1 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 under the influence of alcohol.
- c. Disobedience to a legal request by the employee's supervisor.

- d. Incompetence; 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 courtesy 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:
 - i. Discrimination
 - ii. Workplace Harassment
 - iii. 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. Misuse of Sick leave or excessive absenteeism without advance notice to or approval by the supervisor.
- o. Borrowing or taking tools, equipment, or other property of the Employer for private or personal use. However, if such property may properly be loaned to members of the public, then it may be loaned to employees who follow the normal checkout procedure.
- p. Unauthorized and deliberate altering, falsification or destruction of Employer's records or documents.
- q. Violation of No-Strike clause.
- r. Dishonesty.

17.2 The disciplinary actions which the Department Head may take against an employee include.

- a. Supervisory Counseling
- b. Oral reprimand
- c. Written reprimand
- d. Suspension from work without pay
- e. Demotion (NOTE: demotion means reduction in classification and pay)
- f. Discharge or termination

The disciplinary action taken is dependent upon the seriousness of the affected employee's conduct. The Director or his designee may, but is not required to, utilize progressive discipline where the circumstances warrant imposition of a more severe form of discipline.

17.3 The Department Head may suspend, demote, discharge or terminate an employee for just cause. The specified charges shall be made available to the employee and the Union in writing at least one (1) working day prior to the affected date of the action unless Article 17.4 is applicable. An employee may not be suspended for more than thirty (30) working days.

17.4 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 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.

17.5 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. In other words, if the County is unable to provide notification in strict adherence to the notification times expressed in sub articles hereinabove, said inability shall not affect the validity or effectiveness of any type of disciplinary action against an employee.

17.6 The Employer may prepare, issue and enforce additional rules and safety regulations not specifically outlined above, necessary for safe, orderly and efficient operation.

17.7 When existing work rules are changed or new rules are established, they shall be sent to the union and posted prominently electronically or on bulletin boards for a period of seven (7) calendar days before becoming effective, except for work rules of an emergency nature.

17.8 Employees shall comply with all existing rules that are not in conflict with the express terms of this Agreement, provided 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.

17.9 Administrative Leave: At the discretion of the Department Head, an employee may be placed on Administrative Leave 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 Administrative Leave is not a disciplinary action and may not be appealed through the grievance process. 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.

17.10 An employee may request that a written reprimand be removed from their official personnel file after three (3) years. Such request shall be in writing to the Technology Services Director. In the event that the employee has received no disciplinary action during the three-year period, then the letter of reprimand shall be removed from the file. In the event that the employee has received disciplinary action during the three-year period, then the request shall be denied. Suspensions, demotions and discharges records are considered permanent records and shall not be removed from the employee's personnel file.

ARTICLE 18 - DISCIPLINARY PROCEDURES

18.1 Any supervisor may orally reprimand an employee. The supervisor may make a notation in the supervisor's notebook regarding the oral reprimand. Written reprimands, suspensions, demotions and discharges may be issued by any manager with authorization from the Director. Copies of written reprimands, suspensions, demotions or discharge notices shall be sent to the Union at the time said notices are given to an employee.

a. Any discussion regarding disciplinary action between a supervisor and employee shall be done during the employee's normal work hours unless the exigency of the circumstances dictate otherwise.

18.2 If a disciplinary action could result in suspension without pay, demotion or discharge, the employee shall be advised of the allegations and potential disciplinary action and be provided an opportunity to explain the employee's position prior to disciplinary action being taken. If the employee requests an opportunity to confer with a Union representative prior to responding, said employee will be provided a reasonable time not to exceed three (3) working days for such response. If the Director determines that circumstances exist requiring immediate action, the Director shall have the right and authority to immediately suspend the employee with pay pending the investigation and pending the provisions above. If the employee fails to respond to the charges within the time period referenced above, the Director is free to implement the disciplinary action he determines appropriate under the circumstances.

a. In the event dismissal of an employee becomes imminent and the Director determines an alternative to said dismissal is the employee's resignation, the employee will be provided a reasonable opportunity to confer with the Union before being requested to respond to the offer of resignation.

- 18.3 An employee shall have the right to have a disciplinary action against him/her reviewed for just cause and severity of discipline through the grievance procedure in accordance with Article 19 (Grievance Procedure).
- 18.4 The provisions of Article 17 (Discipline/Work Rules) and Article 18 (Disciplinary Procedures) do not apply to probationary employees who may be discharged without cause and without any recourse.

ARTICLE 19 - GRIEVANCE PROCEDURE

- 19.1 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement.
- 19.2 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless waived or extended by mutual agreement of the parties to the grievance.
- 19.3 Grievance Filed on Behalf of Employee: If any party fails to file a grievance, other than for disciplinary actions, within thirty (30) calendar days of its occurrence, then said grievance shall be forever waived and shall be null and void. If a matter involves disciplinary action, then any party must file a grievance within ten (10) calendar days from the date of such disciplinary action, otherwise said appeal or grievance is forever waived and shall be null and void. Failure to pursue a grievance to the next step renders final and conclusive the last determination and response.
- 19.4 A grievance may be verbally presented by the aggrieved employee to the employee's immediate supervisor. The employee shall have the option of being accompanied by his Union representative, if he feels that it is necessary. The immediate supervisor shall respond within three (3) working days. If the matter is not satisfactorily resolved, then the grievant may initiate a formal grievance in accordance with the provisions hereinabove and the following procedure, which in any case, shall be done within ten (10) calendar days of the date of disciplinary action or within thirty (30) calendar days from the date of another type of occurrence.
- 19.5 Union or Employer Grievance: The Union or Employer may initiate the grievance procedure at Step 2, other than for disciplinary actions, and will take up the grievance with the other party within thirty (30) calendar days after the occurrence of the event which gave rise to the grievance, or thirty (30) calendar days from the date such grievance reasonably should have become known to the moving party.
- 19.6 The formal grievance procedure shall be as follows:
 - Step 1: If the grievance involves occurrences other than disciplinary actions, the grievance shall be presented in written form to the employee's supervisor within thirty (30) calendar days from its occurrence. The supervisor shall respond in writing within twenty (20) calendar days after receiving said grievance. In the event the matter relates

to disciplinary action, then the grievance shall be presented in written form to the employee's supervisor within ten (10) calendar days from the disciplinary action.

Step 2: If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within ten (10) calendar days of the response in Step 1, above, the grievance in written form shall be presented to the Director. Thereafter, the Director shall respond in writing to the aggrieved employee within fourteen (14) calendar days after receipt of the grievance. If it is a Union grievance in accordance with Article 19.5 above, said grievance in written form, shall be presented to the Director. Thereafter, the Director shall respond in writing to the Union within fourteen (14) calendar days after receipt of the grievance. If it is an Employer grievance in accordance with Article 19.5 above, said grievance in written form, shall be presented to the General Teamsters Local No. 760. Thereafter, the Secretary-Treasurer or designee shall respond in writing to the Employer within fourteen (14) calendar days after receipt of the grievance.

Step 3: If the grievance has not been settled at Step 2, the written grievance and the Department Head's response shall be submitted to the County Commissioners within fourteen (14) calendar days of receipt of the response. Within fourteen (14) 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 fourteen (14) calendar days of this meeting.

Step 4:

- a. **Final and Binding Arbitration:** If the grievance has not been resolved at Step 3, either party to this Agreement may refer unsettled grievances to final and binding arbitration.
- b. **Notice - Time Limitation:** The referring party shall notify the other party in writing by certified mail of submission to arbitration within ten (10) calendar days after receipt of the Step 3 response. Failure to notify the other party in writing will result in the grievance being forever waived and null and void.
- c. **Arbitrator - Selection:** After timely notice, the parties shall select an impartial arbitrator within thirty (30) calendar days, if possible, after the request is made to arbitrate. If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, either party may demand a list of eleven (11) qualified persons who are willing to abide by time limitations. A list of impartial arbitrators may be furnished by the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) or the Public Employment Relations Commission (PERC). The party demanding a paid arbitrator shall have the right to determine the organization from which the list of eleven (11) names is to be derived. The parties shall flip a coin to determine who will strike the first name, following which each will alternately strike one of the names submitted until only one (1) name remains. This person will serve as the sole arbitrator subject to the following provisions.

- d. Decision - Time Limit: The arbitrator will conduct the arbitration hearing no later than twenty (20) days from the date of selection. The arbitrator shall render a decision within fifteen (15) calendar days from the date of the hearing or receipt of parties' briefs, if applicable.
- e. Limitations - Scope - Power of Arbitrator:
 - i. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.
 - ii. The arbitrator shall have the power to interpret and apply the terms of the Agreement and/or determine whether there has been a violation of the terms of the Agreement.
 - iii. The arbitrator shall consider and decide only the question or issue raised in the initial written grievance. In conducting an arbitration, the arbitrator shall maintain a verbatim record of the testimony either by tape recording or a court reporter. If one of the parties requests a court reporter and/or transcription of the official record, then both parties shall share equally in the cost. The arbitrator shall also have the authority to receive evidence and question witnesses.
 - iv. Decisions regarding changes in past practices (Article 6.3 -Management Rights) shall be advisory only and not binding on the parties.
- f. Arbitration Award - Damages – Expenses
 - i. The arbitrator shall not have the authority to award punitive damages.
 - ii. Each party hereto shall bear equally the expenses of the arbitrator. Each party shall pay the expenses of their own attorneys, representatives, witnesses and other costs associated with the presentation of their case.

ARTICLE 20 – SALARIES

- 20.1 The Pay Plan Structure for 2025 and 2026 is described in Exhibit “A,” which is attached hereto and incorporated herein by reference.
- 20.2 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.

20.3 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.

20.4 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).

20.5 Bilingual Premium: The Elected Official/Department Head may appoint qualified bargaining unit members as department bilingual positions for those employees who prove language fluency in Spanish. The number of appointees and the appointment process shall be at the sole discretion of the Elected Official/ Department Head up to a maximum of three (3) per department or as approved by the Board of County Commissioners. Any Bilingual appointee shall receive a premium of one (1%) percent of their hourly base wage. Exhibit "D" outlines the Bilingual Premium Process Steps. The cost of testing for fluency will be reimbursed by the County upon successful certification and employees must re-certify every five years to remain eligibility for bilingual premium.

ARTICLE 21 - PAY ARRANGEMENTS

21.1 Pay Period: Employees will be paid on a semi-monthly (twice per month) basis.

- a. The first pay period will be the 1st through the 15th of the month
- b. The second pay period will be the 16th through the last day of the month
- c. Pay for work performed during the first pay period will be issued on the 25th of the month provided the employee and/or supervisor has submitted the time in the County's timekeeping system in accordance with the Auditor's Office published schedule. Hours

not submitted timely will be paid in the next pay cycle.

- d. Pay for work performed during the second pay period will be issued on the 10th of the month following the pay period provided the employee and/or supervisor has submitted the time in the County's timekeeping system in accordance with the Auditor's Office published schedule. Hours not submitted timely will be paid in the next pay cycle.
- e. There shall be no deductions other than required by law or authorized by this Agreement or authorized in writing by the employee. Required and authorized deductions will be applied to each paycheck
- f. All employees are required to provide information for mandatory direct deposit of all employee paychecks.

21.2 Each employee shall receive an itemized statement of earnings and deductions, specifying the employee's wage rate, hours paid, and other compensation payable to the employee as well as any and all deductions from the employee's gross wages for the pay period.

21.3 Upon termination, an employee shall receive compensation due in accordance with the terms and conditions of this Agreement no later than the pay period following the termination.

ARTICLE 22 - MEDICAL BENEFITS

22.1 Effective January 1, 2025, the Employer contribution for premium cost will be up to \$1,150.00 (Eleven Hundred Fifty Dollars) per month.

22.2 Effective January 1, 2026, the Employer contribution for premium cost will be up to \$1,200.00 (Twelve Hundred Dollars) per month.

- a. For employees who are enrolled in the Premera Blue Cross CDHP (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 CDHP (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 Premera Blue Cross Dental, Basic Life Insurance and Basic Long-Term Disability (LTD). The employer shall contribute only the premium amount for Premera Blue Cross Dental,

Basic Life Insurance and Basic LTD for employees that waive medical coverage through the Premera Blue Cross.

- 22.3 Said insurance shall be for employee and dependent medical, dental and life insurance.
- 22.4 The Employer shall determine which insurance programs and benefits may be continued or implemented from time to time. If there are changes in the insurance programs, the Employer will notify the Union of said changes. Said notification shall not interfere or hinder the right of the Employer to change the benefit structure, benefit level, and/or premium level.
- 22.5 If the insurance company or companies providing the above-referenced benefits notifies the Employer of changes in the premium structure and/or benefit levels, then and in that event the Union and employees shall comply with said changes if requested to do so by the Employer.
- 22.6 Any disputes, disagreements and/or claims regarding insurance coverage and/or policies between an employee and an insurance carrier and/or administrator are not grievable by the Union and/or the employee.
- 22.7 Effective for 2025-2026, the medical benefits package 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.
- 22.8 Employees whose job classification falls under the County's Hearing Conservation Program are required to participate in the annual audiology testing.
- 22.9 Effective for 2024, the task force made up of some of the insurance benefits committee members, Human Resources Department staff, bargaining unit representatives and management will remain in place, but will serve as a communication tool during 2023 for 2024 insurance. This task force communication is neither to be interpreted nor to be construed to obligate the Employer to negotiate about carriers, medical benefits and coverages. There already is an insurance benefits committee made up of employees representing departments who are also in some cases members of certain bargaining units and this committee has historically been coordinated through and with the expertise of the HR department. The insurance benefits committee is recommendatory only and only the Board of County Commissioners has the final determination for carriers, plans, programs and coverages.

ARTICLE 23 – RETIREMENT -INDUSTRIAL ACCIDENT INSURANCE-WESTERN CONFERENCE OF TEAMSTERS TRUST CONTRIBUTIONS

- 23.1 The Employer shall pay into the appropriate employees' retirement program (Social Security and FICA) and Industrial Insurance (Workers Compensation) at the prescribed rate, and as required by law.

23.2 Western Conference of Teamsters Pension Trust: Effective January 1, 2025, the Employer shall pay each month into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit, for each hour compensated. The hourly contribution rate shall be as shown below.

Pay Band	Contribution Rate
B23	\$0.15
IT23, IT24, IT25, IT43, IT44, IT45	\$1.30

- a. If during the life of this Agreement the Trust completes the process to allow pension payment to be deposited via electronic transmittal, Yakima County will have the opportunity to participate in the program.
- b. The parties recognize that pension contributions made by the Employer on behalf of the employees in this bargaining unit to the Western Conference of Teamsters Pension Trust, are considered an employee tax deferred contribution to a qualified retirement plan. Therefore, such contributions are not considered reportable wages or earnings for tax purposes.

ARTICLE 24 – PERSONAL PROTECTIVE EQUIPMENT

- 24.1 The Employer recognizes that worker health and safety within the Yakima County Technology Services is of the utmost importance. Personnel within certain classifications must be equipped appropriately when working in a municipal Technology Services environment and must present a neat and clean appearance to the general public.
- 24.2 Employees are responsible for keeping their personal protective equipment in clean, good working condition and to report damage immediately to the Employer.
- 24.3 The Employer will provide personal protective equipment to employees where such is required by the employer or Department of Labor and Industries to maintain employee safety at no cost to the employee. Periodic replacement of the equipment will be determined by the Employer.
- 24.4 Personal protective equipment supplied by the Employer shall remain the property of the Employer and shall be utilized for Yakima County Technology Services work purposes only.

ARTICLE 25 - GENERAL PROVISIONS

- 25.1 No employee shall be unlawfully discriminated against for upholding Union principles and activities provided such activities do not interfere with the employee's duties.
- 25.2 Safety - Safe and healthful working conditions are recognized as mutually beneficial to the employees and Employer. Employees may report what they believe to be an unsafe and unhealthy working condition to Management. Management shall investigate the report.

- 25.3 Gender - Where masculine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification, or the benefits provided in this Agreement.
- 25.4 The Union recognizes the right of the Employer to establish reasonable employer rules as he/she may deem necessary, provided that such rules are lawful. Employees shall be made aware of such rules established by the Employer.
- 25.5 When any classification not listed on the County's Class Code Structure is established, the Employer shall designate a job classification and pay rate for the classification based upon the County Classification System (Decision Band Methodology). Notice of establishment of the new classification shall be provided to the Union. In the event the Union does not agree with the classification pay band, the Union shall notify the Employer in writing within fourteen (14) calendar days of receipt of the notice. The Union may present an appeal to the Personnel Committee. The Personnel Committee shall review the appeal and make a written recommendation regarding the appeal to the Board of County Commissioners with a copy to the Union. The decision of the Board of County Commissioners shall be final and binding.
- 25.6 D.R.I.V.E. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement, voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a monthly basis for all months worked. The phrase "months worked" excludes any month other than a month in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the monthly payroll deduction plan.
- 25.7 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 26 - PERSONNEL FILES

- 26.1 Personnel Files Confidentiality:

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 Department of Technology Services; 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.

- 26.2 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.

- 26.3 An employee shall be notified and receive a copy of material placed in his personnel file relating to job performance or personal character. Employees have the right to attach rebuttals to any and all evaluative and disciplinary material in their personnel file.
- 26.4 After three (3) years an employee may request to have letters of reprimand expunged from the employee's file, provided that no other disciplinary action of a similar nature has taken place or is in process. Such requests shall be in writing to the Director of Technology Services. If the request is denied, a written explanation will be provided to the employee. An employee may rebut any written warning or written reprimand, and such rebuttal shall be attached to the original warning or reprimand unaltered. Suspensions, demotions, and discharges are excluded from the opportunity to expunge.
- 26.5 Upon appropriate request, an employee may inspect his personnel file subject to the following provisions:
 - a. Inspection shall occur during the employees' non-working hours, including meal and break periods, or at a time and in a manner mutually acceptable to the employee and the Human Resources Director.
 - b. Upon request, an employee who has a written grievance on file who is inspecting his personnel file with respect to such grievance, may have a representative present during such inspection.
 - c. Copies of materials in the employee's personnel file shall be provided to the employee upon written request. The employee may be charged for copies in accordance with County policy.
 - d. An HR representative will be present at the inspection of the personnel file.

ARTICLE 27 - EQUAL EMPLOYMENT OPPORTUNITY

- 27.1 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 or state, or local law unless based upon a bona fide occupational qualification. No employee will be required to make a contribution to a political party or to a candidate for political office.

ARTICLE 28 - SAVINGS CLAUSE

28.1 If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 29 - NO STRIKE - NO LOCKOUT

29.1 Strikes, slowdowns, work stoppages, or any other interference with the work by the employees are prohibited.

29.2 The Employer may discharge and/or discipline any employee who violates Article 29.1 above. No employee shall be entitled to any pay and/or benefits for the period in which he/she engaged in any strikes, slowdowns, work stoppages or other interference with work.

29.3 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

29.4 No lockout of employees shall be instituted by the Employer.

ARTICLE 30 - AMENDMENTS

30.1 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 6 - Union/Management relations. Neither party is required during the term of this Agreement to agree to a change in this Agreement.

ARTICLE 31 - ENTIRE AGREEMENT

31.1 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 32 - TERM OF AGREEMENT

32.1 This Agreement shall become effective January 1, 2025, and shall remain in full force and effect through the thirty-first (31st) day of December 2026. The parties, through their Union negotiator and Management negotiator, will make a reasonable effort to establish a mutually acceptable date for negotiations of a successor CBA.

32.2 If the parties have not reached agreement, then either party may request a mediator from the Public Employment Relations Commission (PERC). The determination of the mediator shall be advisory only and not binding on either party.

32.3 In the event that negotiations for a new agreement extend beyond the 31st day of December 2026, the terms of this Agreement related to wages, benefits and working conditions shall remain in full force and effect during the negotiation and mediation process.

[Signature page follows.]

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

Dated this 4th day of February, 2025.

FOR THE UNION:

TEAMSTERS, LOCAL NO. 760

Richard A. Salinas

Richard A. Salinas, Secretary Treasurer

1.23.25

FOR THE EMPLOYER:

BOARD OF YAKIMA COUNTY COMMISSIONERS

Kyle Curtis

Kyle Curtis, Chair

LaDon Linde

LaDon Linde, Commissioner

EXCUSED

Amanda McKinney, Commissioner

Dale Panattoni

Dale Panattoni, Director
Technology Services

Judith A. Kendall

Judith A. Kendall, Director
Human Resources

Attest:

Julie Lawrence

Julie Lawrence, Clerk of the Board or
Erin Franklin, Deputy Clerk of the Board

Approved as to Form:

Stephanie Wiegand

Deputy Prosecuting Attorney



EXHIBIT "A"
YAKIMA COUNTY TEAMSTERS LOCAL 760
TECHNOLOGY SERVICES
2025-2026 PAY PLAN STRUCTURE

Pay Plan Design:	<ol style="list-style-type: none"> 1. The pay plan will maintain the 13 Step structure with Step 7 representing the pay plan midpoint. 2. Effective January 1, 2025, the pay plan will be increased by 3% at the pay plan midpoint (Step 7). 3. Effective January 1, 2026, the pay plan will be increased by 2% at the pay plan midpoint (Step 7). 4. The pay plan structure will maintain the 2% spread calculation between each step.
Step Dates / Increases:	<ol style="list-style-type: none"> 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. 2. Employees will advance one step based on their step date subject to the provisions of this exhibit. 3. Newly hired employees will have their future step date set twelve (12) months from their hire date as shown below: <ol style="list-style-type: none"> a. Employees hired between the 1st and the 15th of the month will have their step date set as the 1st of that month. b. Employees hired between the 16th and end of the month will have their step date set as the 16th of that month. 4. Employees will be eligible for a step increase based on their Next Step Progression Date <ul style="list-style-type: none"> o Next Step Progression dates may be adjusted for periods of leave without pay unless protected by Federal or State law. 5. Employees who are promoted, advance by steps or are reclassified shall have their future step date set 12 months from the date of promotion, step advancement, or reclassification.

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"
Information Technology 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
8 hr	YR 49,165	50,148	51,151	52,174	53,218	54,282	55,368	56,475	57,604	58,757	59,932	61,130	62,353
IT22	MO 4,097	4,179	4,263	4,348	4,435	4,523	4,614	4,706	4,800	4,896	4,994	5,094	5,196
8 hr	HR 23,64	24,11	24,59	25,08	25,59	26,10	26,62	27,15	27,69	28,25	28,81	29,39	29,98
IT23	MO 4,405	4,493	4,583	4,675	4,768	4,863	4,961	5,060	5,161	5,264	5,370	5,477	5,587
8 hr	HR 25,41	25,92	26,44	26,97	27,51	28,06	28,62	29,19	29,78	30,37	30,98	31,60	32,23
IT24	MO 4,881	4,979	5,079	5,180	5,284	5,389	5,497	5,607	5,719	5,834	5,950	6,069	6,191
8 hr	HR 28,16	28,72	29,30	29,89	30,48	31,09	31,71	32,35	33,00	33,66	34,33	35,02	35,72
IT25	MO 5,359	5,466	5,575	5,687	5,801	5,917	6,035	6,156	6,279	6,404	6,533	6,663	6,796
8 hr	HR 30,92	31,54	32,17	32,81	33,47	34,13	34,82	35,51	36,22	36,95	37,69	38,44	39,21
IT26	MO 5,520	5,630	5,743	5,858	5,975	6,094	6,216	6,340	6,467	6,597	6,729	6,863	7,000
8 hr	HR 31,84	32,48	33,13	33,79	34,47	35,16	35,86	36,58	37,31	38,06	38,82	39,59	40,39
IT41	MO 5,741	5,855	5,972	6,092	6,214	6,338	6,465	6,594	6,726	6,860	6,998	7,138	7,280
8 hr	HR 33,12	33,78	34,46	35,15	35,85	36,57	37,30	38,04	38,80	39,58	40,37	41,18	42,00
IT42	MO 6,057	6,178	6,301	6,427	6,556	6,687	6,821	6,957	7,096	7,238	7,383	7,531	7,681
8 hr	HR 34,94	35,64	36,35	37,08	37,82	38,58	39,35	40,14	40,94	41,76	42,59	43,45	44,32
IT43	MO 6,374	6,501	6,631	6,764	6,899	7,037	7,178	7,322	7,468	7,617	7,770	7,925	8,084
8 hr	HR 36,77	37,51	38,26	39,02	39,80	40,60	41,41	42,24	43,08	43,95	44,83	45,72	46,64
IT44	MO 81,389	83,017	84,677	86,371	88,098	89,860	91,657	93,490	95,360	97,267	99,213	101,197	103,221
8 hr	HR 39,13	39,91	40,71	41,52	42,35	43,20	44,07	44,95	45,85	46,76	47,70	48,65	49,63
IT45	MO 7,596	92,975	94,834	96,731	98,665	100,639	102,651	104,705	106,799	108,935	111,113	113,336	115,602
8 hr	HR 43,82	44,70	45,59	46,51	47,44	48,38	49,35	50,34	51,35	52,37	53,42	54,49	55,58
IT22	Cadastral Technician												
IT23	GIS Technician												
IT23	Computer Support Technician I												
IT24	Computer Support Technician II												
IT25	Computer Support Technician III												
IT41	Technology Administrator Specialist												
IT42	GIS Analyst												
IT43	Application / System / Network Administrator I												
IT44	Application / System / Network Administrator II												
IT45	Application / System / Network Administrator III												
IT45	Information Technology Project Manager												
IT45	Data Base Administrator												
IT45	Information Security Analyst												

Exhibit “B”

Information Technology 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
8 hr	YR 50,148	51,151	52,174	53,218	54,282	55,368	56,475	57,604	58,757	59,932	61,130	62,353	63,600
IT22	MO 4,179	4,263	4,348	4,435	4,523	4,614	4,706	4,800	4,896	4,994	5,094	5,196	5,300
8 hr	HR 24.11	24.59	25.08	25.59	26.10	26.62	27.15	27.69	28.25	28.81	29.39	29.98	30.58
IT23	YR 53,916	54,995	56,095	57,217	58,361	59,528	60,719	61,933	63,172	64,435	65,724	67,038	68,379
8 hr	MO 4,493	4,583	4,675	4,768	4,863	4,961	5,060	5,161	5,264	5,370	5,477	5,587	5,698
IT24	HR 25.92	26.44	26.97	27.51	28.06	28.62	29.19	29.78	30.37	30.98	31.60	32.23	32.87
8 hr	YR 59,748	60,943	62,162	63,405	64,673	65,967	67,286	68,632	70,004	71,404	72,832	74,289	75,775
IT25	MO 4,979	5,079	5,180	5,284	5,389	5,497	5,607	5,719	5,834	5,950	6,069	6,191	6,315
8 hr	HR 28.72	29.30	29.89	30.48	31.09	31.71	32.35	33.00	33.66	34.33	35.02	35.72	36.43
8 hr	YR 65,594	66,906	68,244	69,609	71,001	72,421	73,869	75,347	76,854	78,391	79,958	81,558	83,189
IT26	MO 5,466	5,575	5,687	5,801	5,917	6,035	6,156	6,279	6,404	6,533	6,663	6,796	6,932
8 hr	HR 31.54	32.17	32.81	33.47	34.13	34.82	35.51	36.22	36.95	37.69	38.44	39.21	39.99
8 hr	YR 67,562	68,913	70,291	71,697	73,131	74,593	76,085	77,607	79,159	80,742	82,357	84,004	85,664
IT27	MO 5,630	5,743	5,858	5,975	6,094	6,216	6,340	6,467	6,597	6,729	6,863	7,000	7,140
8 hr	HR 32.48	33.13	33.79	34.47	35.16	35.86	36.58	37.31	38.06	38.82	39.59	40.39	41.19
8 hr	YR 70,264	71,669	73,103	74,565	76,056	77,577	79,129	80,711	82,325	83,972	85,651	87,364	89,112
IT28	MO 5,855	5,972	6,092	6,214	6,338	6,465	6,594	6,726	6,860	6,998	7,138	7,280	7,426
8 hr	HR 33.78	34.46	35.15	35.85	36.57	37.30	38.04	38.80	39.58	40.37	41.18	42.00	42.84
8 hr	YR 74,133	75,616	77,128	78,671	80,244	81,849	83,486	85,156	86,859	88,596	90,368	92,175	94,019
IT29	MO 6,178	6,301	6,427	6,556	6,687	6,821	6,957	7,096	7,238	7,383	7,531	7,681	7,835
8 hr	HR 35.64	36.35	37.08	37.82	38.58	39.35	40.14	40.94	41.76	42.59	43.45	44.32	45.20
8 hr	YR 78,016	79,576	81,168	82,791	84,447	86,136	87,859	89,616	91,408	93,237	95,101	97,003	98,943
IT30	MO 6,501	6,631	6,764	6,899	7,037	7,178	7,322	7,468	7,617	7,770	7,925	8,084	8,245
8 hr	HR 37.51	38.26	39.02	39.80	40.60	41.41	42.24	43.08	43.95	44.83	45.72	46.64	47.57
8 hr	YR 83,017	84,677	86,371	88,098	89,860	91,657	93,490	95,360	97,267	99,213	101,197	103,221	105,285
IT31	MO 6,918	7,056	7,198	7,341	7,488	7,638	7,791	7,947	8,106	8,268	8,433	8,602	8,774
8 hr	HR 39.91	40.71	41.52	42.35	43.20	44.07	44.95	45.85	46.76	47.70	48.65	49.63	50.62
8 hr	YR 92,975	94,834	96,731	98,665	100,639	102,651	104,705	106,799	108,935	111,113	113,336	115,602	117,914
IT32	MO 7,748	7,903	8,061	8,222	8,387	8,554	8,725	8,900	9,078	9,259	9,445	9,634	9,826
8 hr	HR 44.70	45.59	46.51	47.44	48.38	49.35	50.34	51.35	52.37	53.42	54.49	55.58	56.69
IT33	IT22	Cadastral Technician	IT23	GIS Technician	IT24	Computer Support Technician I	IT25	Computer Support Technician II	IT26	Computer Support Technician III	IT27	Technology Administrator Specialist	IT28
IT34	IT29	GIS Analyst	IT30	IT31	IT32	IT33	IT34	IT35	IT36	IT37	IT38	IT39	IT40
IT35	IT36	IT37	IT38	IT39	IT40	IT41	IT42	IT43	IT44	IT45	IT46	IT47	IT48
IT36	IT37	IT38	IT39	IT40	IT41	IT42	IT43	IT44	IT45	IT46	IT47	IT48	IT49
IT37	IT38	IT39	IT40	IT41	IT42	IT43	IT44	IT45	IT46	IT47	IT48	IT49	IT50
IT38	IT39	IT40	IT41	IT42	IT43	IT44	IT45	IT46	IT47	IT48	IT49	IT50	IT51
IT39	IT40	IT41	IT42	IT43	IT44	IT45	IT46	IT47	IT48	IT49	IT50	IT51	IT52
IT40	IT41	IT42	IT43	IT44	IT45	IT46	IT47	IT48	IT49	IT50	IT51	IT52	IT53
IT41	IT42	IT43	IT44	IT45	IT46	IT47	IT48	IT49	IT50	IT51	IT52	IT53	IT54
IT42	IT43	IT44	IT45	IT46	IT47	IT48	IT49	IT50	IT51	IT52	IT53	IT54	IT55

Exhibit “B”
Information Technology General Union Pay Plan 2025 - 2026
Effective January 1, 2025

Represents a 3% across the board increase over 2024 pay plan										Step 9	Step 10	Step 11	Step 12	Step 13
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
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	64,033
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	5,336
B23	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	30.79
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	5,003
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	60,031

Exhibit “B”
Information Technology General Union Pay Plan 2025 - 2026
Effective January 1, 2026

Represents a 2% across the board increase over 2025 pay plan										Step 9	Step 10	Step 11	Step 12	Step 13
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
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
B23	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

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 the 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: ENGM1, 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 (50th 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 pay grade.
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 the Coalition of Unions (non-voting), selected by the Union Coalition. The Union Representative will be specific to the union of the position being discussed.
 - 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 11.2 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 IV. C.2: Involuntary Demotion Pay Rate.

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.

EXHIBIT "D"
Bilingual Premium Process Steps

1. The County will use the testing services of: Language Testing International (LTI) and the American Council of the Teaching of Foreign Languages (ACTFL) "Oral Proficiency Levels in the Workplace" document as provided by LTI.
2. The employee will test at their own cost and provide the County with the proof of successful completion of the test and must score at least "Advanced Low" on the ACTFL "Oral Proficiency Levels in the Workplace" document to qualify for bilingual pay.
3. The County will reimburse the employee for the testing cost through the accounts payable process (see process for Expense Reimbursements).
4. The County will add the bilingual premium allowance to the employees' pay upon receiving proof of the successful completion of all required testing.
5. The employee must be appointed by the Elected Official/Department Head prior to registering to test.
6. The Elected Official/Department Head requires the appointed employee to test in Speaking, Reading and Listening.
7. The bilingual premium pay will apply within the next possible pay period after receipt of the acceptable proof of passing all required tests.
8. No retroactive payment will apply.
9. Bilingual premium will be removed if employee does not maintain recertification requirements.