

2025-2026

LABOR AGREEMENT

By and Between

**BOARD OF COUNTY COMMISSIONERS OF YAKIMA COUNTY,
YAKIMA COUNTY SOLID WASTE**

And

TEAMSTERS LOCAL NO. 760

Affiliated with the International Brotherhood of Teamsters

Representing Solid Waste Employees

Effective

January 1, 2025 – 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 PUBLIC SERVICES DEPARTMENT SOLID WASTE DIVISION, 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 the Solid Waste Division 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 9170-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 Public Services Solid Waste Division, excluding CTP, Local 1, confidential employees, supervisors and all other employees of Yakima County.

ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF

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

If an Employee chooses to discontinue union membership and payment of dues, the Employee must provide written notification to the Employer and the Union. The Employer will discontinue deductions within the appropriate payroll period that aligns with the date

notification is given or as soon as administratively possible. The Employer is not a party to the dues authorization for payroll deduction as that is between the Employee and the Union.

- 3.2 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.
- 3.3 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.
- As an example, reports and payment received in March represent activities that transpired in February.
- 3.4 Hold Harmless: The Union will defend and hold the County harmless against all claims, demands, lawsuits, ordered losses, judgments, other forms of liability, including amounts of dues and fees withheld, and/or expenses associated with the County making a good faith effort in the implementation of this Article.
- 3.5 New Employee Orientation: These provisions shall be carried out in conformity with RCW 41.56.037. Each December, the Employer will provide the Union with the upcoming year's new hire orientation calendar. The Union will contact the Human Resources Department at (509) 574-2210 to obtain information on new hires scheduled to attend orientation appropriate to their group. A Union Representative shall be granted up to thirty minutes to provide each new employee with a basic overview of the employees' rights and responsibilities regarding Union membership and dues authorizations.
- 3.6 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 previously and/or historically contracted out. If the Employer determines it necessary to contract out work not previously and/or historically contracted out which would directly result in the layoff of employees employed as of ratification of this agreement, then the Employer will provide the Union with written notice. If the Union wishes to bargain about the decision and its 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 decision and its 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. In the event that: the Union requests to bargain about the decision, no settlement has been reached within the 30 day time period, and the Employer has implemented its decision, then the Union may continue to bargain the effects of the decision beyond the 30 day time period. In the event of a bona fide emergency, no notice or bargaining is required before contracting out.

- 3.7 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. Extra Help employees who are used on an incidental and diminutive basis to perform non-bargaining unit work are exempt from the Western Conference of Teamsters Pension Trust contributions. In the event that an Extra Help employee is used to perform bargaining unit work, said Extra Help employee shall be subject to the Western Conference of Teamsters Pension Trust contributions for the classification of work the Extra Help employee is performing. Contributions shall be funded by way of wage reduction. Extra Help employees shall not realize any benefit of this contract except for the conditions as stated in this Article.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 The Union recognizes the prerogatives of the Employer to operate and manage the Public 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 at least annually. The evaluations will be discussed and reviewed privately with the employee before they are filed, and the employee shall be given the right to prepare a written rebuttal to any evaluation the employee desires, which rebuttal shall be filed with the evaluation form. Any such rebuttal shall be submitted to the Employer within seven (7) calendar days following completion of the evaluation.
 - 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 Public Services.

- 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.
- 4.2 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust emplaced in the officials, in this case, of 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.
- 4.3 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.
- 4.4 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 functions and responsibilities.

ARTICLE 5 - UNION RIGHTS

- 5.1 The Union does not waive its rights under applicable State Laws except as those rights are affected or set forth within the terms and conditions of the Collective Bargaining Agreement.
- 5.2 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.

ARTICLE 6 - DEFINITIONS AND ELIGIBILITY

- 6.1 Anniversary Date: Original entry date into County Service as adjusted by leave without pay or break in service.
- 6.2 Bargaining Union Seniority Date: The last date they entered the union.
- 6.3 Classification Union Seniority Date: The date of the employees last promotion or demotion.
- 6.4 Continuous Service Date: Date used to determine accrual increases based on uninterrupted years of service.
- 6.5 Next Step Progression Date: Date used to determine the date of the employee's next step increase.
- 6.6 Compensatory Time: Time off in lieu of cash payments for overtime.
- 6.7 Regular Full-time Employee: Employees who work on a full-time basis (40 hours per week) and who have successfully completed a probationary period. Such 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.
- 6.8 Probationary Employee: A probationary employee shall be defined as a new hire who has not successfully 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 any recourse.
- 6.9 Regular Part-time Employee: Employees who work on a scheduled basis for 20 hours or more per week but less than full time (40 hours per week) and who have successfully completed a probationary period. Such 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.
- 6.10 Extra Help: Employees who work for a period of fewer than five (5) months during a calendar year, less than 650 hours per calendar year intermittently, or in a temporary assignment up to a year in projects with an end in sight, during the absence of a regular employee or employment necessitated by work load peaks. This category is inclusive of student, casual, and seasonal employees. Extra Help employees are not in the bargaining unit and are not covered by this Agreement. Extra Help employees are covered by the County Extra Help Policy.

ARTICLE 7 - PROBATIONARY PERIOD

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

- 7.2 Existing Public Services Employees: Existing Public 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 8 - SENIORITY, LAYOFF, AND RECALL

8.1 Seniority:

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

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

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

- A. The Bargaining Unit Seniority date will be adjusted when in an unpaid status.
- B. The Classification Seniority date will be adjusted when in an unpaid status.
- C. The Continuous Service date will not be adjusted when on 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.

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

8.4 Layoff:

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

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

- 1) Temporary, seasonal, or casual employees;
 - 2) Probationary employees;
 - 3) Regular part-time and regular full-time employees – In the event of a layoff, seniority and ability (including job skills needed to perform a particular assignment within that affected classification/job title) will be the factors in determining which employees, within the affected classification/job title will be laid off. Ability will be determined by the existence of job skills, credentials, or other qualifications and certifications required in that particular job assignment and/or classification as evidenced by the current job description and “PDQ” at the announcement of hiring. When ability and qualifications are substantially equal, seniority will be the determining factor.
 - 4) Employees on leave are subject to layoff procedures.
- B. Employees shall be provided with thirty (30) calendar days’ notice of their layoff status except in the event of an emergency.
- C. Bumping: Any employee who is laid off by a reduction in the work force shall have the right to retreat to his last previously held job classification 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 retreating employee shall maintain his seniority and be paid at the wage range of the lower classification to which he is retreating at a level which shall be determined by the accumulation of his seniority in both positions (*i.e.*, the position he was laid off from and the position he is retreating to). An employee "bumped" by a retreating employee shall have the right to also retreat in compliance with the preceding procedure. Employees shall be provided with thirty (30) calendar

days' notice of their lay-off status except in the event of an emergency. A copy of the notice shall be provided to the Union.

- D. 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 lay off. Employees shall notify the Employer, in writing, of their current address. An offer of recall shall be in writing and sent by certified mail to the last known address of the employee. 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. An employee so notified must indicate his or her acceptance of said recall within five (5) calendar days of receipt of notice. Employees recalled will be reinstated the first of a pay period.
 - E. 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.
 - F. Benefits shall not accrue during lay-off. An employee recalled within twelve (12) months after layoff will have his or her 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.
- 8.5 Annual Bids: The Employer shall post all available shifts in December and, in seniority order, the bargaining unit shall bid the available shifts. All bids must be completed by December 31. The effective date of the new shift bid shall be the first full week in January.

ARTICLE 9 - JOB POSTING AND SELECTION

- 9.1 Job Posting: The Public Services Director shall be the sole determiner as to the need or necessity to fill any vacancy or new position.
- A. If the Public Services Director determines the need to fill a vacancy or new position, the opening will be posted as follows:
 - 1) The Public Services Director will provide notice to Public Services Solid Waste Division employees who are in the same job classification about the vacant position. Those employees may indicate in writing their desire to fill the vacancy. If two (2) or more employees wish to transfer, the transfer shall be given to the most senior employee. Once the vacant position has been filled by the most senior interested employee, there will be no further changes internally regarding the filling of any other vacancies. This is commonly referred to as "one and done". This approach and transfer/assignment has a duration until the next annual bid. At that time, employees are eligible to bid on positions based on seniority. For example, if an employee retires in May, then the "one and done" filling will occur and exist from May until the December annual bid. At

the annual bid all positions are open based on seniority.

- 2) In regards to the position vacated based on 1) above (one and done), the vacated position will be filled by way of the normal recruitment process whereby the position is posted simultaneously for all county employees and external applicants via advertising for a period of seven (7) to fourteen (14) days by the Human Resources Department. The Human Resources Department provides a copy of the posting to the Union. Solid Waste employees within the same job classification as the vacancy are not permitted to apply (if allowed would result in mini shift selections creating a ripple effect which is very challenging for management to address and is an inefficient disturbance of the pattern of work for existing scheduled employees).
- 3) If a vacancy occurs in a position with the same job classification and minimum requirements of a prior job announcement, the Public Services Director 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.

- B. The Public Services Director or designee will provide notice to Solid Waste Division employees to allow one and only one most senior employee, who indicates in writing, their desire to transfer to the vacant position within the job classification.
- C. Once the most senior employee has been transferred into the vacant position, the Department will post the backfill position externally. External posting will allow other County employees outside of the vacant job classification to apply for the position.
- D. Current Solid Waste Division employees in the same job classification as the vacant position will not be eligible to apply.
- E. The new employee selected to fill the posted position will remain in said position until the shift bidding timeframe is open.
- F. Shift bidding selections will remain in place for one year.

9.2 Selection: The Public Services Director or designee shall have the right to select the applicant for the available position. Applicants must meet the minimum qualifications set forth in the classification description, all established legal requirements for incumbency to the vacant position, and possess sufficient knowledge, skills, abilities, and experience to satisfactorily perform the duties of the position.

- A. Public Services employees shall be given first consideration to fill vacant positions. First consideration shall mean that all employees who apply for and meet minimum qualifications shall be granted entrance into the oral interview, written and/or field exercise.

- B. Applicants interviewed will be evaluated on the basis of knowledge, skills, abilities, experience, and prior work performance with Yakima County (if applicable). If, in the Public Services 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 Public Services Director's judgment, the ability and qualifications of two (2) or more County employees are equal, the senior employee shall be selected. The Public Services Director will explain the hiring decision to an unsuccessful bargaining unit employee at the request of the employee.
- C. In the event that an employee selected by the Public Services Director to fill an available position does not elect to accept the position, then, and in that event, the next qualified applicant shall be selected to fill said position.
- D. During the first thirty (30) days of the work performance trial period, employees will be permitted to return to their former position. During the six (6) month work performance probation period, employees may 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 Public Services Director, provided there is a position available. During the work performance period after the first thirty (30) days and the remaining five (5) months, if there is no position available, said employee shall be placed on recall status in accordance with the provisions of the layoff article.
- E. 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 fifteen percent (15%) or Step 1 of the new pay grade if the new salary is more than a fifteen percent (15%) increase.

ARTICLE 10 – GRANDFATHERED SICK LEAVE/EXTENDED SICK LEAVE (ESL)

- 10.1 Eligibility: Accumulated grandfathered sick leave is canceled automatically upon separation from employment, except upon retirement or death.
- 10.2 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 10.4 below. This bank no longer exists for accruals.
- 10.3 Computation of Payment: Grandfathered Sick leave shall be charged at a rate equal to the time absent from the normally assigned shift..
 - A. Part day grandfathered sick leave shall commence at the time the employee leaves the work area and shall end at the time the employee returns to the work area.

- B. Upon separation from employment, any unused grandfathered sick leave shall be forfeited and will not be paid as separation pay, except in the case of death or retirement under the County's PERS retirement system. Upon retirement, twenty-five percent (25%) of all the employee's accumulated grandfathered sick leave shall be paid to the employee's HRA VEBA Trust Account. Upon death, twenty-five percent (25%) of all 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.

10.4 Use: Grandfathered Sick leave may be taken for any of the following reasons:

- A. An employee's illness, injury, or temporary disability (such as during pregnancy) which incapacitates the employee to the extent that work can no longer be performed.
- B. Doctor appointments for 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 an employee's spouse, registered domestic partner, child, step-child, parent, parent-in-law, or grandparent with a health condition requiring treatment or supervision or for medical emergency purposes.
- E. An employee may use accrued grandfathered sick leave if the employee's attendance is required to care for a brother, sister, step-brother, step-sister, grandchild, or step-grandchild with a serious health condition, which leave shall be limited to three days in any one instance. Grandfathered sick leave may not be used to care for an aunt, uncle, cousin, niece or nephew, unless living in the employee's household, in which case the three (3) day limitation would apply.
- F. Grandfathered sick leave cannot be claimed by an 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 Director of Public Services or his or her designee(s) 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, 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.

10.5 Reporting: An employee, who for any reason must take grandfathered sick leave shall notify his or her immediate supervisor or Department Head as soon as possible. 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.

10.6 Workers Compensation:

- A. An employee receiving Workers Compensation time loss payments due to an on-the-job injury may also use any accrued paid time off during the period covered provided the employee follows the 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.

10.7 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 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)

- B. 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.

- C. An employee is eligible to use available ESL when the employee has:
- an extended illness or injury lasting more than ten (10) consecutive work days or 80 hours (cannot be used for intermittent absences);
 - A qualified family member with an extended illness or injury lasting more than ten (10) consecutive work days to 80 hours (cannot be used for intermittent absences);
 - served thirty (30) consecutive days of employment; and
 - used five (5) work days or forty (40) hours of PTO, SL, CT, or LWOP.
- D. Upon separation from employment with Yakima County, any unused ESL is forfeited without payment.
- E. 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.
- F. **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.
- G. **COMPUTATION OF PAYMENT.** ESL shall be charged at a rate equal to the time absent from the normally assigned shift.
- H. **USE.** ESL may be taken under the following conditions:
- 1) With the approval of the Department Head, 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, state registered domestic partner, child, parent, parent-in-law, or grandparent. The employee must comply with the leave request/reporting requirements for leave used in conjunction with state and federal leave laws. If possible, an employee requesting ESL must make a written request in advance. The supervisor shall consider the request and shall approve or deny it.

10.8 A doctor's certification of illness may be required of the employee, at the time the employee returns to work, when absent because of illness or injury of any person for a period of more than three (3) consecutive days.

- 10.9 The Employer reserves the right to change provisions of this Article to assure compliance with the Federal and State leave laws.

ARTICLE 11 - OTHER LEAVES

- 11.1 Leave of Absence Without Pay: Written requests for leave of absence without pay may be granted by the Public Services Director for a period not to exceed six (6) months. Approval, if granted, shall be provided to the employee in writing. The written request will state the reason for the request and the expected length of the absence. An extension of an approved leave of absence without pay for medical or educational purposes may be granted at the discretion of the Public Services Director. 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.
- 11.2 An employee on authorized leave of absence without pay may elect to continue to participate in the County's medical and life insurance plan. Full cost of the coverage, to include both Employer and employee shares, shall be paid by the employee. Such payment shall be made in advance for each month or portion thereof for which the employee is absent.
- 11.3 Leave of Absence With Pay: Leave of absence with pay may be granted for the following reasons.
- A. Military Leave: In the case of Military Leave, the County abides by the provisions of the laws of the United States (USERRA) and the State of Washington (RCW 38.40.060). An employee who is a member of the National Guard or Reserves of the United States and who is ordered to active military duty for training purposes shall be granted military leave of absence with pay for a period not to exceed twenty-one (21) working days each year beginning October 1 through September 30 the following year. Any days taken beyond the twenty-one (21) Military Leave days must be charged as PTO leave or leave without pay. During the time he or she is on Military Leave, the employee shall receive his or her regular pay, plus the amount of his or her military pay.
 - B. Regardless of status, any employee who voluntarily, or upon demand, leaves a position other than temporary to enter active duty in the armed forces of the United States, or the Washington National Guard, shall be placed on military leave without pay and shall be entitled to be restored to their former position, or one of like bargaining unit seniority, classification seniority, status, and pay, provided he or she applies for re-employment in accordance with the provision of USERRA and present proof of honorable discharge or separation.
- 11.4 Pregnancy Leave: Leave of absence resulting from childbirth or temporary disability due to pregnancy shall be authorized in accordance with the Yakima County Pregnancy Leave Policy.

ARTICLE 12 - PAID TIME OFF (PTO)

- 12.1 **PTO Leave:** PTO leave is earned by regular full-time employees of Yakima County as described below for each pay cycle 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 (three hundred twenty (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 leave shall be accumulated and credited in the following manner:

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

Employees on an unpaid leave of absence and whose leave is covered under FMLA or Workers Compensation will continue to accrue PTO Leave and neither their Continuous Service Date (accrual date) nor PTO accruals will be adjusted. In addition, the Next step Progression date will not be adjusted. Employees on an unpaid leave of absence and not on a leave covered by FMLA or Workers Compensation will not accrue PTO leave and their accrual date and Next Step Progression date will be adjusted if the employee is in a leave without pay status and the leave without pay status exceeds fifty percent (50%) of their regularly scheduled hours for the pay period.

- 12.6 **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 for any reason, provided the employee has served six (6) months of

employment and adequate notice has been given. Adequate notice for employees resigning from County employment is defined as written notice submitted at least fourteen (14) calendar days prior to the termination of employment. In case of death, all accumulated PTO leave is paid to the estate of the employee. Payment 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.

12.7 Use:

- A. PTO leave must be requested in advance and is subject to the approval of the Director of Public Services or his or her 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 Director of Public Services or designee.
 - 1) With the approval of the Director of Public Services or his designee(s), an employee may take any portion of their PTO leave at any time. 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 and Elected Officials/Depart.
 - 3) PTO leave will be approved when conditions of the Federal Family and Medical Leave Act, and/or Washington Family Care Act are met.

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

- A. The recipient employee must:
 - 1) Have an extraordinary or serious illness or injury, or
 - 2) Have a parent, spouse, state registered domestic partner, or child who has an extraordinary or serious illness or injury which requires the employee's attendance or direct care; and

- 3) Have depleted or shortly will deplete all leave reserves (PTO leave, sick leave or compensatory time); and
 - 4) Have diligently attempted to accrue sick leave; and
 - 5) Not be eligible for industrial insurance or other disability leave benefits; and
 - 6) Notify the Employer if he/she 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.
 - 7) Submit request to the Department Head or Designee.
- B. PTO leave contributions made to an employee under sub-paragraph 2), above, shall not exceed the actual amount of contribution necessary to cover any unpaid leave of absence while the employee is on FMLA leave.
- C. The donating employee may not request a transferred amount that would result in his or her leave balance falling below ten (10) days. The Human Resources Department shall administer this provision.
- D. This Catastrophic Leave Sharing Program shall be administered by the Human Resources Department.

ARTICLE 13 – HOLIDAYS

13.1 The following days shall be recognized and observed as 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

13.2 If a holiday occurs on a scheduled day off, the employee shall be given in lieu thereof the preceding scheduled work day if the holiday occurs on a Wednesday, Thursday, Friday, or Saturday; or the following scheduled work day if the holiday occurs on a Sunday, Monday, or Tuesday; or a mutually agreed upon day. If the employee is not able to take an alternate

holiday off as their holiday because service to the public must be maintained then that employee will claim the alternate holiday on the first day worked during the holiday week, in addition to the hours worked that day. The additional time may be paid out as overtime or banked as comp time at the employee's discretion.

- 13.3 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.
- 13.4 Employees may be required to work holidays or the day preceding or following a holiday to maintain service to the public. In such case, employees shall choose their holiday by classification seniority.
- 13.5 Should an employee be called to work on any of the above holidays, said employee, in addition to their holiday pay, shall receive pay at the rate of time and one-half (1-1/2).
- 13.6 When an employee is working a regular schedule of four (4) ten (10) hour days when a designated holiday occurs, then he/she will be credited with ten (10) hours of holiday time. When an employee is working a flexible work schedule when a holiday occurs, then he/she will be credited with holiday time equivalent to the number of hours scheduled to be worked that day.
- 13.7 Regular part-time employees will receive holidays on a pro-rated basis.

ARTICLE 14 – HOURS OF WORK AND OVERTIME

- 14.1 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.
- 14.2 Definitions:
 - A. Work Week: The work week shall normally consist of 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.
- 14.3 Flexible Work Schedule: The Employer, upon mutual agreement with an employee and the Union, may institute a flexible work schedule.
 - A. When the Employer and employee agree to change work schedules from a normal work schedule to a flexible 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 a flexible 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 a flexible work schedule.

14.4 Scheduling:

- A. The Employer has the right to determine an employee's work week and to schedule crews to work shifts. Employees shall start at a designated location at a fixed time as determined by the Employer. Shifts and starting times will be posted in the appropriate lunchroom or scale house on the employee bulletin board.
- B. Shifts shall be selected annually per Section 8.6 in accordance with the order provided in Paragraph C.
- C. The employees shall select their shift in order of classification seniority within each classification in compliance with the following:
 - 1) Full-time employees shall select their work shift from the full-time employees' open shifts in order of Solid Waste Division classification seniority.
 - 2) Regular part-time employees shall select their shift from the part-time employee's open shifts in order of Solid Waste Division classification seniority.

14.5 Meal and Rest Periods:

- A. Employees will be allowed a meal period of at least thirty (30) minutes commencing no fewer 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 to remain on duty or at a prescribed work site.
- B. An employee who works three (3) or more hours beyond his or 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.
- D. Meal periods and rest breaks shall not be used to arrive late or leave early from work.

- 14.6 Work Day Cancellation: If the Employer cancels a work day or portion thereof for extreme weather condition or the safety of the employees, 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.
- 14.7 Schedule Changes: The Employer may make scheduling changes as provided below:
- A. Schedule changes lasting more than six (6) months may be made by the Employer, provided employees are allowed to select shifts in accordance with Section 14.4.C.
 - 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.
- 14.8 In the event an employee is required to report to work to a location other than his normal work site without receiving five (5) days' notice, the Employer will either provide a county vehicle or will pay mileage from the normal worksite at the current IRS reimbursement rate until the five (5) day notice requirement is met.
- 14.9 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.
- 14.10 Overtime: Employees shall be compensated for all authorized hours worked in excess of (40) hours in a work week at time and one-half times their regular straight time hourly rate of pay. An employee who works overtime may be compensated either by pay or compensatory time off at the employee's option. For 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.
- 14.11 Compensatory time off is subject to prior approval of the Director of Public Services or his or her designee(s) based on work requirement. Compensatory time may be accrued to a maximum of eighty (80) hours. Any time accrued in excess of eighty (80) 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 10.8% increase and the employee placements. Each calendar year, employees will be allowed to carry forty (40) hours of compensatory time accrued into the next calendar year.

14.12 Callout: An employee who is required to return to work after having completed his or her regular shift, and having left the premises, shall be paid for a minimum of two (2) hours at the applicable rate. Only time actually worked shall apply for overtime purposes.

14.13 Out of Classification Work: Employees, while assigned by the Department Head and while performing responsibilities and duties of a higher classification for any reason for two (2) hours or more in any one day, said employee will be paid as follows:

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

14.14 Travel Time:

- A. Time spent traveling during normal work hours is considered compensable work time as determined by the Fair Labor Standards Act (FLSA).
- B. If an overnight stay is required, all time spent traveling is considered hours worked and will be compensated.
- C. Time spent will be compensated at the regular hourly rate, unless said travel time causes the employee to exceed 40 hours total compensable time for the week. Travel time performed in excess of 40 hours per week will be compensated at the rate of one and one-half time the normal rate of pay.
- D. Mileage Reimbursement: Mileage is paid if employees are directed to change locations after already arriving at their work site or if they are moved by the Employer to another work site without five (5) days' notice. 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.

- 14.15 Voluntary Overtime: The Employer will notify eligible employees of anticipated available overtime. Assignment of such overtime will then be made by the Employer or his or her designee on a classification seniority basis. Employees may request in writing that their name not be included on the voluntary overtime list.

ARTICLE 15 – DISCIPLINE

- 15.1 The Public Services Director or designee may discipline an employee for just cause. Illustrative examples of just cause are provided in Section 2.70.110, paragraph A, of the Yakima County Personnel Rules and Regulations, which is not intended to provide an all inclusive list of actions constituting just cause. Discipline shall be carried out in a manner which is least likely to embarrass the employee before other employees or the public. Notice of disciplinary action shall be given within thirty (30) calendar days of knowledge of the incident or thirty (30) days after the Employer has completed the investigation of the incident. A Loudermill Hearing constitutes part of the Employer's investigation.
- 15.2 The disciplinary actions which the Public Services Director or designee may take against an employee include the following:
- A. Oral reprimand;
 - B. Written reprimand;
 - C. Suspension from work without pay;
 - D. Demotion;
 - E. Discharge or termination.
- 15.3 The disciplinary action is taken dependent upon the seriousness of the affected employee's conduct. The Director or his or her designee may, but is not required to, utilize progressive discipline where the circumstances warrant imposition of a more severe form of discipline.
- 15.4 The Public Services Director or designee may discharge or terminate an employee for just cause. The Public Services Director shall make available the specified charges in writing at least one (1) working day prior to the effective date of the action, unless 18.4 of this Article is applicable. The Public Services Director or designee shall notify the Union of said discharge or termination for just cause.
- 15.5 When the Public Services Director or designee determines that circumstances are such that the 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, members of the public, and or services provided by the County, the Public Services Director or designee may discharge or terminate the employee immediately. In such cases, written notice of the disciplinary action shall be made available to the employee by the County not later than one (1) working day after the action became effective.
- 15.6 The Public Services Director or designee may suspend an employee for cause as specified in this Article. An employee may not be suspended for more than thirty (30) working days.

- 15.7 In cases of suspension, the specific charges and duration, where applicable, shall be made available to the employee and the Union in writing by the County not later than one (1) working day after the action became or becomes effective.
- 15.8 Untimely notice of disciplinary action shall not affect the validity of said disciplinary action.
- 15.9 Employees shall be apprised of charges or complaints by a third party which the County may consider damaging to the employee's work record. If the County initiates formal disciplinary action, not including investigating action in response to third party allegations, specific information in said allegations shall be made available to the employee.
- 15.10 Administrative Leave with Pay: At the discretion of the Public Services Director, 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 or her duties. Administrative Leave with pay is not a disciplinary action. 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.

ARTICLE 16 – GRIEVANCE PROCEDURE

- 16.1 Crucial to employee morale and productive work relations between the parties is a fair and just resolution of both parties' grievances.
- 16.2 A grievance is defined as a violation or dispute involving the interpretation, application or alleged violation of provisions of this Agreement.
- 16.3 A grievance may be presented by an employee, the Union, or the Employer.
- 16.4 Each grievance must be submitted in accordance with the following procedure within the time frame set forth. If the grievance is not submitted in conformance with the procedure and in a timely manner, then the grievance shall be considered forever waived and lost. Each grievance must specify the relevant facts, the specific sections of the Agreement alleged to have been violated and a clear expression of the remedy sought. All time limits may be extended by mutual written agreement.
- 16.5 The grievance procedure shall be as follows:
- Step 1:** An employee shall discuss his or her alleged grievance with the immediate supervisor within seven (7) working days of the occurrence of the alleged grievance. The employee may request the presence of a Union representative from his or her duty station at the meeting. The immediate supervisor shall respond within seven (7)

working days. If the grievance is a result of action taken by the employee's immediate supervisor, or when mutually agreeable by both parties, the grievance may be presented at Step 2, below.

Step 2: If the alleged grievance is not satisfactorily resolved at Step 1, then within ten (10) working days of the date the response is due in Step 1, the grievance shall be presented, in writing, to the Director of Public Services. The Director of Public Services may request a meeting for discussion of the issues at this step. If the Director of Public Services does not call for a meeting then a written response will be issued within ten (10) working days of the date of submission at Step 2. If the Director of Public Services calls for a meeting, the meeting shall be scheduled within ten (10) working days of the date of submission, and a written response shall be issued within ten (10) working days from the date of meeting.

The Employer has a right to file a grievance against the Union and/or employee(s). The Employer's grievance shall be in writing and shall be submitted to the Union Representative within ten (10) working days of the occurrence of the alleged grievance. Thereafter, the Union Representative shall respond in writing to the Employer within ten (10) working days after receipt of the grievance.

Step 3: If the alleged grievance is not satisfactorily resolved at Step 2, then within ten (10) working days of the response date in Step 2, a written grievance by the Union or the Employer shall be presented to the Board of County Commissioners. The Board of County Commissioners shall, within twenty (20) working days after receipt of the grievance, hold a hearing and after such hearing respond in writing within twenty (20) working days.

Step 4:

- (a) Final and Binding Arbitration: If the grievance has not been resolved, either party may submit the grievance to arbitration within ten (10) working days from the response in Step 3. Failure to timely appeal the grievance shall render final and binding the decision established in Step 3. The request shall specifically identify the issue(s) related to the grievance as previously established during the original filing of said grievance.
- (b) Arbitrator – Selection: After timely notice, the parties will select an arbitrator. If possible, an arbitrator will be selected within twenty (20) calendar days after receipt of the grievance at Step 4 by requesting that the Federal Mediation and Conciliation Service (FMCS) or the Public Employment Relations Commission (PERC) submit a list of seven (7) names from the register of whichever agency is agreed upon by the parties. Both the Employer and the Union shall have the right to alternately strike three (3) names from the list one at a time. The party requesting arbitration shall strike the first name. The remaining name shall be the arbitrator.

- (c) Decision - Time Limit: The arbitrator shall hear the matter at the earliest possible date. After completion of the hearing, a written decision shall be entered within thirty (30) calendar days, unless an extension of time is agreed upon.
- (d) Limitation, Scope and 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 power of the arbitrator shall be limited to interpretation of or application of the terms of this Agreement or to determine whether there has been a violation of the terms of this Agreement by either the Employer or the Union and or employee(s).
 - iii. The arbitration shall be conducted in accordance with PERC rules.
 - iv. Decisions regarding changes in past practices shall be advisory only and not binding on the parties.
- (e) Arbitration Award - Damages – Expense:
 - i. Arbitration awards shall not be made prior to the date of the occurrence upon which the grievance is based. The arbitrator shall not have the authority to award punitive damages.
 - ii. Each party hereto shall pay the expenses of their own attorneys, representatives, witnesses, and other costs associated with the presentation of their case. The parties shall equally share the cost of billing of the arbitrator.

ARTICLE 17 - MEDICAL BENEFITS

- 17.1 Effective January 1, 2025, the Employer contribution towards the premium cost will be up to a maximum of Eleven Hundred Seventy-Six Dollars (\$1,176.00) per month.
- 17.2 Effective January 1, 2026, the Employer contribution towards the premium cost will be up to a maximum of Twelve Hundred Twenty-Six Dollars (\$1,226.00) per month.
 - A. Effective January 1, 2025, the UEBT (A6) (medical), the Washington Teamsters Welfare Trust Dental (Plan A), and UEBT V3 (Vision), shall be the only plan available to members of the bargaining unit. Eligibility for coverage requires a minimum of 40 hours of compensation per month.
 - B. The maximum Employer contribution towards the premium is specified in Sections 17.1 and 17.2 above, and the employee shall pay the difference between the Employer maximum contribution and the total premium rate.

- 17.3 Employees whose job classification falls under the County's Hearing Conservation Program are required to participate in the annual audiology testing.

**ARTICLE 18 - RETIREMENT - INDUSTRIAL ACCIDENT INSURANCE-
WESTERN CONFERENCE OF TEAMSTERS TRUST CONTRIBUTIONS**

- 18.1 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.

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
A13	\$0.75
B21	\$0.75
B23	\$0.79
B24	\$0.80
B25	\$1.29
C41	\$0.42

- 18.2 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.
- 18.3 The parties recognize that pension contributions made by the Employer on behalf of the employees in this bargaining unit to the Western Conference of Teamsters Pension Trust are considered an employee tax deferred contribution to a qualified retirement plan. Therefore, such contributions are not considered reportable wages or earnings for tax purposes.

ARTICLE 19 - PERSONAL PROTECTIVE EQUIPMENT

- 19.1 The Employer recognizes that worker health and safety within the Solid Waste Division is of the utmost importance. Personnel within certain classifications must be equipped appropriately when working in a municipal solid waste environment and must present a neat and clean appearance to the general public.
- 19.2 Employees within the classifications of Solid Waste Heavy Equipment Operator, Solid Waste Class A Driver I, Solid Waste Class A Driver II, Maintenance Specialist, and Solid Waste Field Supervisor will wear the following Personal Protective Equipment in accordance with established Solid Waste Division policy:

- A. Steel Toed Boots or equivalent
 - B. Gloves – Cotton, Leather and/or Chemical Resistant
 - C. Coveralls when deemed necessary (light weight for warm weather and heavy weight for cold weather)
 - D. Safety Vests
 - E. Ear Protection
 - F. Safety Glasses, clear and tinted
- 19.3 Employees within the classification of Environmental Specialist will wear the following Personal Protective Equipment in accordance with established Solid Waste Division policy:
- A. Non-conductive, non-static Steel Toed Boots or equivalent
 - B. Gloves – Cotton, Leather and/or Chemical/Water Resistant
 - C. Coveralls (light weight for warm weather and heavy weight for cold weather)
 - D. Safety Vests
 - E. Ear Protection
 - F. Safety Glasses
 - G. Respiratory Protection in accordance with the Yakima County Respiratory Protection Program
- 19.4 Employees are responsible for keeping their personal protective equipment in clean, good working condition and to report damage immediately to the Employer.
- 19.5 The Employer will provide personal protective equipment to the job classifications as listed above at no cost to the employees. The Employer will pay for the laundering of coveralls for employees working in the Household Hazardous Waste Facility. The Employer will pay each classification listed above three hundred fifty dollars (\$350) in additional compensation each year to be included in the February 25th paycheck for steel-toed boot allowance. All newly hired employees will receive their steel-toed boots as purchased by the department. Periodic replacement of the equipment will be determined by the Employer.
- 19.6 Personal protective equipment supplied by the Employer shall remain the property of the Employer and shall be utilized for Solid Waste Division work purposes only.
- 19.7 Employees will adhere to all required safety rules and standards for use and care of protective equipment. Failure/refusal to adhere to those standards may result in disciplinary actions. As an example, if an employee showed up to work without proper safety equipment, management would send the employee home to retrieve proper equipment. If this occurred a second time, the Employer may choose to discipline the employee, including not paying for the time during which the employee was absent from work obtaining proper safety equipment.

ARTICLE 20 - GENERAL PROVISIONS

- 20.1 No employee shall be unlawfully discriminated against for upholding Union principles and activities, provided such activities do not interfere with the employee's duties.

- 20.2 Investigation and Visitation Privileges – The Business Representative of the Union will notify the Employer or his or her designee and coordinate investigation or on-site visitations with the Employer. The representative shall limit his or 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.
- 20.3 Teamsters Local No. 760 shall be entitled to the use of the employee bulletin board at each of the Employer work locations.
- 20.4 Safety – Safe and healthful working conditions are recognized as mutually beneficial to the employees and Employer. Employees may report what they believe to be an unsafe and unhealthy working condition to Management. Management shall investigate the report.
- 20.5 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.
- 20.6 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.
- 20.7 When any classification not listed on the wage schedule is established, the Employer shall designate a job classification and pay rate for the classification. Notice of establishment of the new classification shall be provided to the Union. In the event the Union does not agree that the rate of pay is correct, notice shall be given the Employer within fourteen (14) calendar days of receipt of the notice, requesting to negotiate the pay rate for the new classification. The negotiated pay rate shall be effective as of the date the new classification went into effect.
- 20.8 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.
- 20.9 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.
- 20.10 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 or 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.

- 20.11 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 21 - EQUAL EMPLOYMENT OPPORTUNITY

- 21.1 There shall be no discrimination by the Employer or the Union s against any employee or applicant for employment on account of membership or non-membership in the Union because of age, color, national origin, race, religion or creed, sensory, mental or physical disability, use of a service animal, pregnancy and maternity, HIV/AIDS and Hepatitis C Status, genetic information, marital status, victims of domestic violence, sexual abuse, or stalking, political belief, sex, sexual orientation, gender identity, veteran or military status, or any other protected status under federal, state, or local law unless based upon a bona fide occupational qualification.

ARTICLE 22 - PERSONNEL FILES

- 22.1 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 Public Services Department. It is further agreed that the information in an employee personnel files shall not be released to outside groups without the approval of the Employer unless required as follows. Information is not confidential if it is required to be disclosed under court order or operation of law, inclusive of the Washington State Public Records Act, Chapter 42.56, RCW.
- 22.2 An employee shall be notified and receive a copy of material placed in his or her personnel file relating to job performance or personal character within ten (10) calendar days of such action.
- 22.3 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 Public Services Director. Any letter requesting removals will remain in the employee's personnel file after the reprimand is removed. 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. Any such comments shall be submitted to the Employer within seven (7) calendar days following notice to the employee that the Employer intends to place such material in the employee's file. Suspensions, demotions, and discharges are excluded from the opportunity to expunge.
- 22.4 Upon appropriate request, an employee may inspect his or her personnel file subject to the following provision:

- A. Inspection shall occur during non-working hours, including meal and break periods, or at a time and in a manner mutually acceptable to the employee and the County.
- B. Upon request, an employee who has a written grievance on file who is inspecting his or her personnel file with respect to such grievance may have a representative present during such inspection.
- C. Copies of materials in the employee's personnel file shall be provided the employee upon written request.
- D. An HR representative will be present at the time of the inspection of the personnel file.

ARTICLE 23 - SAVINGS CLAUSE

- 23.1 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 addenda shall not be affected thereby, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 24 - NO STRIKE - NO LOCKOUT

- 24.1 Strikes, slowdowns, work stoppages, or any other interference with the work by the employees are prohibited.
- 24.2 The Employer may discharge and/or discipline any employee who violates Section 24.1. No employee shall be entitled to any pay and/or benefits for the period in which he/she engaged in any strikes, slowdowns, work stoppages, or other interference with work.
- 24.3 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.
- 24.4 No lockout of employees shall be instituted by the Employer.

ARTICLE 25 – SALARIES

- 25.1 The Pay Plans for 2025-2026 are set forth in Exhibit “A,” 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 A. This placement is final and binding on the parties and the employees.
- 25.2 The Pay Plan Structure for 2025-2026 is described in Exhibit “B,” which is attached hereto and incorporated herein by reference.
 - 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.
- 25.3 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.
- 25.4 In 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 (2025 and 2026).
- 25.5 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.
- 25.6 Weekend Premium: All employees who are working a “Weekend Shift” (employees that are required to work on a Saturday or Sunday as their regular work week) will be entitled to a \$0.50 cent premium pay in addition to their normal hourly wage rate. Employees that are working an overtime shift do not qualify for the Weekend Premium Pay.

ARTICLE 26 – PAY ARRANGEMENTS

- 26.1 **Pay Period:** Employees shall be paid on a semi-monthly (twice per month) basis.
- A. The first pay period will be the 1st through the 15th of the month.
 - B. The second pay period will be the 16th through the last day of the month
 - C. Pay for work performed during the first pay period will be issued on the 25th of the month provided the employee and/or supervisor has submitted the time in the County's timekeeping system in accordance with the Auditor's Office published schedule. Hours not submitted timely will be paid in the next pay cycle.
 - D. Pay for work performed during the second pay period will be issued on the 10th of the month following the pay period end provided the employee and/or supervisor has submitted the time in the County's timekeeping system in accordance with the Auditor's Office published schedule. Hours not submitted timely will be paid in the next pay cycle.
 - E. There shall be no deductions other than required by law or authorized by this Agreement or authorized in writing by the employee. Required and authorized deductions will be applied to each paycheck.
 - F. All employees are required to provide information for direct deposit of all employee paychecks or The Employer will continue to participate in Social Security.
 - G. All employees in the bargaining unit shall be compensated on an hourly basis for hours worked each month.

ARTICLE 27 - TERM OF AGREEMENT

- 27.1 This Agreement shall become effective as of the 1st day of January, 2025 and shall remain in full force and effect through the thirty-first (31st) day of December, 2026.
- 27.2 The parties shall start negotiations in the fall of 2026, for a successor 2027 and perhaps beyond CBA. Negotiations shall be conducted on mutually agreeable dates.
- 27.3 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.
- 27.4 In the event that negotiations for a new agreement extend beyond the thirty-first (31st) day of December, 2026, the terms of this Agreement shall remain in full force and effect during the negotiation and mediation process.

[Signatures to follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2025.

FOR THE EMPLOYER:
Yakima County

FOR THE UNION:
Teamsters Local Union No. 760

Kyle Curtis, Chair
Yakima County Board of County Commissioners

Richard A. Salinas, Secretary/Treasurer

LaDon Linde, Commissioner
Yakima County Board of County Commissioners

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

Amanda McKinney, Commissioner
Yakima County Board of County Commissioners

Lisa Freund, Public Services Director

Judith A. Kendall, Human Resources Director

Attest:

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

Approved as to form:

Deputy Prosecuting Attorney

EXHIBIT "A"
Solid Waste 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	
A13	8 hr	YR	39,876	40,674	41,488	42,317	43,164	44,027	44,907	45,806	46,722	47,656	48,609	49,581	50,573
	8 hr	MO	3,323	3,390	3,457	3,526	3,597	3,669	3,742	3,817	3,893	3,971	4,051	4,132	4,214
		HR	19.17	19.55	19.95	20.34	20.75	21.17	21.59	22.02	22.46	22.91	23.37	23.84	24.31
	7.5 hr	MO	3,115	3,178	3,241	3,306	3,372	3,440	3,508	3,579	3,650	3,723	3,798	3,874	3,951
	7.5 hr	YR	37,384	38,132	38,895	39,672	40,466	41,275	42,101	42,943	43,802	44,678	45,571	46,483	47,412
B21	8 hr	YR	43,419	44,287	45,173	46,076	46,998	47,938	48,896	49,874	50,872	51,889	52,927	53,986	55,065
	8 hr	MO	3,618	3,691	3,764	3,840	3,916	3,995	4,075	4,156	4,239	4,324	4,411	4,499	4,589
		HR	20.87	21.29	21.72	22.15	22.60	23.05	23.51	23.98	24.46	24.95	25.45	25.95	26.47
	7.5 hr	MO	3,392	3,460	3,529	3,600	3,672	3,745	3,820	3,896	3,974	4,054	4,135	4,218	4,302
	7.5 hr	YR	40,705	41,519	42,350	43,196	44,060	44,942	45,840	46,757	47,692	48,646	49,619	50,612	51,624
B22	8 hr	YR	46,961	47,900	48,858	49,835	50,832	51,849	52,886	53,943	55,022	56,123	57,245	58,390	59,558
	8 hr	MO	3,913	3,992	4,072	4,153	4,236	4,321	4,407	4,495	4,585	4,677	4,770	4,866	4,963
		HR	22.58	23.03	23.49	23.96	24.44	24.93	25.43	25.93	26.45	26.98	27.52	28.07	28.63
	7.5 hr	MO	3,669	3,742	3,817	3,893	3,971	4,051	4,132	4,214	4,299	4,385	4,472	4,562	4,653
	7.5 hr	YR	44,026	44,906	45,804	46,721	47,655	48,608	49,580	50,572	51,583	52,615	53,667	54,741	55,835
B23	8 hr	YR	50,490	51,499	52,529	53,580	54,652	55,745	56,860	57,997	59,157	60,340	61,547	62,778	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
		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
B24/B31	8 hr	YR	55,951	57,070	58,211	59,375	60,563	61,774	63,009	64,270	65,555	66,866	68,203	69,567	70,959
	8 hr	MO	4,663	4,756	4,851	4,948	5,047	5,148	5,251	5,356	5,463	5,572	5,684	5,797	5,913
		HR	26.90	27.44	27.99	28.55	29.12	29.70	30.29	30.90	31.52	32.15	32.79	33.45	34.11
	7.5 hr	MO	4,371	4,459	4,548	4,639	4,731	4,826	4,923	5,021	5,121	5,224	5,328	5,435	5,544
	7.5 hr	YR	52,454	53,503	54,573	55,664	56,777	57,913	59,071	60,253	61,458	62,687	63,941	65,219	66,524
B25/B32	8 hr	YR	61,425	62,653	63,906	65,185	66,488	67,818	69,174	70,558	71,969	73,408	74,877	76,374	77,902
	8 hr	MO	5,119	5,221	5,326	5,432	5,541	5,651	5,765	5,880	5,997	6,117	6,240	6,365	6,492
		HR	29.53	30.12	30.72	31.34	31.97	32.60	33.26	33.92	34.60	35.29	36.00	36.72	37.45
	7.5 hr	MO	4,799	4,895	4,993	5,093	5,194	5,298	5,404	5,512	5,623	5,735	5,850	5,967	6,086
	7.5 hr	YR	57,586	58,737	59,912	61,110	62,333	63,579	64,851	66,148	67,471	68,820	70,197	71,601	73,033
C41	8 hr	YR	65,772	67,088	68,429	69,798	71,194	72,618	74,070	75,551	77,062	78,604	80,176	81,779	83,415
	8 hr	MO	5,481	5,591	5,702	5,816	5,933	6,051	6,173	6,296	6,422	6,550	6,681	6,815	6,951
		HR	31.62	32.25	32.90	33.56	34.23	34.91	35.61	36.32	37.05	37.79	38.55	39.32	40.10
	7.5 hr	MO	5,138	5,241	5,346	5,453	5,562	5,673	5,787	5,902	6,021	6,141	6,264	6,389	6,517
	7.5 hr	YR	61,661	62,895	64,152	65,435	66,744	68,079	69,441	70,829	72,246	73,691	75,165	76,668	78,201

EXHIBIT "A"
Solid Waste 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	
A13	8 hr	YR	40,674	41,488	42,317	43,164	44,027	44,907	45,806	46,722	47,656	48,609	49,581	50,573	51,585
	8 hr	MO	3,390	3,457	3,526	3,597	3,669	3,742	3,817	3,893	3,971	4,051	4,132	4,214	4,299
		HR	19.55	19.95	20.34	20.75	21.17	21.59	22.02	22.46	22.91	23.37	23.84	24.31	24.80
	7.5 hr	MO	3,178	3,241	3,306	3,372	3,440	3,508	3,579	3,650	3,723	3,798	3,874	3,951	4,030
	7.5 hr	YR	38,132	38,895	39,672	40,466	41,275	42,101	42,943	43,802	44,678	45,571	46,483	47,412	48,360
B21	8 hr	YR	44,287	45,173	46,076	46,998	47,938	48,896	49,874	50,872	51,889	52,927	53,986	55,065	56,167
	8 hr	MO	3,691	3,764	3,840	3,916	3,995	4,075	4,156	4,239	4,324	4,411	4,499	4,589	4,681
		HR	21.29	21.72	22.15	22.60	23.05	23.51	23.98	24.46	24.95	25.45	25.95	26.47	27.00
	7.5 hr	MO	3,460	3,529	3,600	3,672	3,745	3,820	3,896	3,974	4,054	4,135	4,218	4,302	4,388
	7.5 hr	YR	41,519	42,350	43,196	44,060	44,942	45,840	46,757	47,692	48,646	49,619	50,612	51,624	52,656
B22	8 hr	YR	47,900	48,858	49,835	50,832	51,849	52,886	53,943	55,022	56,123	57,245	58,390	59,558	60,749
	8 hr	MO	3,992	4,072	4,153	4,236	4,321	4,407	4,495	4,585	4,677	4,770	4,866	4,963	5,062
		HR	23.03	23.49	23.96	24.44	24.93	25.43	25.93	26.45	26.98	27.52	28.07	28.63	29.21
	7.5 hr	MO	3,742	3,817	3,893	3,971	4,051	4,132	4,214	4,299	4,385	4,472	4,562	4,653	4,746
	7.5 hr	YR	44,906	45,804	46,721	47,655	48,608	49,580	50,572	51,583	52,615	53,667	54,741	55,835	56,952
B23	8 hr	YR	51,499	52,529	53,580	54,652	55,745	56,860	57,997	59,157	60,340	61,547	62,778	64,033	65,314
	8 hr	MO	4,292	4,377	4,465	4,554	4,645	4,738	4,833	4,930	5,028	5,129	5,231	5,336	5,443
		HR	24.76	25.25	25.76	26.27	26.80	27.34	27.88	28.44	29.01	29.59	30.18	30.79	31.40
	7.5 hr	MO	4,023	4,104	4,186	4,270	4,355	4,442	4,531	4,622	4,714	4,808	4,904	5,003	5,103
	7.5 hr	YR	48,281	49,246	50,231	51,236	52,261	53,306	54,372	55,459	56,569	57,700	58,854	60,031	61,232
B24/B31	8 hr	YR	57,070	58,211	59,375	60,563	61,774	63,009	64,270	65,555	66,866	68,203	69,567	70,959	72,378
	8 hr	MO	4,756	4,851	4,948	5,047	5,148	5,251	5,356	5,463	5,572	5,684	5,797	5,913	6,031
		HR	27.44	27.99	28.55	29.12	29.70	30.29	30.90	31.52	32.15	32.79	33.45	34.11	34.80
	7.5 hr	MO	4,459	4,548	4,639	4,731	4,826	4,923	5,021	5,121	5,224	5,328	5,435	5,544	5,655
	7.5 hr	YR	53,503	54,573	55,664	56,777	57,913	59,071	60,253	61,458	62,687	63,941	65,219	66,524	67,854
B25/B32	8 hr	YR	62,653	63,906	65,185	66,488	67,818	69,174	70,558	71,969	73,408	74,877	76,374	77,902	79,460
	8 hr	MO	5,221	5,326	5,432	5,541	5,651	5,765	5,880	5,997	6,117	6,240	6,365	6,492	6,622
		HR	30.12	30.72	31.34	31.97	32.60	33.26	33.92	34.60	35.29	36.00	36.72	37.45	38.20
	7.5 hr	MO	4,895	4,993	5,093	5,194	5,298	5,404	5,512	5,623	5,735	5,850	5,967	6,086	6,208
	7.5 hr	YR	58,737	59,912	61,110	62,333	63,579	64,851	66,148	67,471	68,820	70,197	71,601	73,033	74,493
C41	8 hr	YR	67,088	68,429	69,798	71,194	72,618	74,070	75,551	77,062	78,604	80,176	81,779	83,415	85,083
	8 hr	MO	5,591	5,702	5,816	5,933	6,051	6,173	6,296	6,422	6,550	6,681	6,815	6,951	7,090
		HR	32.25	32.90	33.56	34.23	34.91	35.61	36.32	37.05	37.79	38.55	39.32	40.10	40.91
	7.5 hr	MO	5,241	5,346	5,453	5,562	5,673	5,787	5,902	6,021	6,141	6,264	6,389	6,517	6,647
	7.5 hr	YR	62,895	64,152	65,435	66,744	68,079	69,441	70,829	72,246	73,691	75,165	76,668	78,201	79,765

EXHIBIT “B”
YAKIMA COUNTY TEAMSTERS LOCAL 760
Public Services Department Solid Waste Division
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 increase 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: <ul style="list-style-type: none"> • Employees hired between the 1st and the 15th of the month will have their step date set as the 1st of that month. • Employees hired between the 16th and 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"> ○ Next Step Progression dates may be adjusted for periods of leave without pay unless protected by FMLA or Workers Compensation. 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.

	<p>6. Employees who have been at top step of their compensation grade for a minimum of twelve (12) months will receive a \$1,000 one-time payment on the following dates:</p> <ul style="list-style-type: none"> • July 25, 2025, if at top step on or before July 1, 2024. • July 25, 2026, if at top step on or before July 1, 2025.
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The Human Resources Department will determine all calculations. 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 “C”

CLASSIFICATION AND COMPENSATION PROVISIONS

I. PURPOSE

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

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

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

II. COMPENSATION

A. STATEMENT OF POLICY

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

B. DECISION BAND METHOD PAY PLANS

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

in the classification structure through the Decision Band Method (DBM) of job evaluation. The County remains committed to ensure that base salary ranges reflect the comparable labor market.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. MAINTENANCE OF THE PAY PLANS

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

be approved by the Board of County Commissioners and shall then be included in the annual budget.

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

III. YAKIMA COUNTY CLASSIFICATION STRUCTURE

A. PHILOSOPHY

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

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

B. RESPONSIBILITIES

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

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

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

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

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

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

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

C. BROAD CLASSES

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

D. CLASS SPECIFICATIONS

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

The Human Resources Department shall maintain documentation regarding specific position descriptions titled Position Description Questionnaires (PDQs). These PDQs provide the basis for customizing recruitment announcements, performance management and appraisal, and to ensure compliance with federal and state employment and safety laws, rules and regulations.

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

IV. PROCEDURES

A. NEW EMPLOYEE HIRING

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

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

B. DEMOTION PAY RATE

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

C. RECLASSIFICATION

The employee or Department Head may submit to the Human Resources Department a request for reclassification. As the first step in the review, the employee will be asked to complete and return a Position Description Questionnaire and participate in a desk audit to discuss the duties performed. Human Resources will conduct a position review according to the Decision Band Method. A report of recommendations shall be given to the Personnel Committee which may accept, modify, or reject the Human Resources Department recommendations. If the Personnel Committee determines after reviewing the Human Resources Department recommendations

that no change is needed for the position, Human Resources will notify the department of the Personnel Committee decision. The Department Head/Elected Official may appeal the Personnel Committee decision or recommendation in person, before it is submitted to the Board of County Commissioners. Human Resources shall submit the Personnel Committee recommendation for consideration by the Board of County Commissioners.

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

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

D. RECLASSIFICATION PAY RATE

1. An employee who is advanced to a higher pay grade through reclassification shall have their salary set in accordance with Article 9.2 E.
2. An employee in a position reclassified to a classification in the same pay range shall receive no increase in pay.
5. 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 employee’s pay upon receiving proof of the successful completion of all required testing.
5. The employee must be appointed by the Elected Official/Department Head prior to registering to test.
6. The Elected Official/Department Head requires the appointed employee to test in Speaking, Reading and Listening.
7. The bilingual premium pay will apply within the next possible pay period after receipt of the acceptable proof of passing all required tests.
8. No retroactive payment will apply.
9. Bilingual premium will be removed if employee does not maintain recertification requirements.