

**2025 and 2026 AGREEMENT**

**by and between**

**YAKIMA COUNTY BOARD OF COMMISSIONERS**

**and**

**AFSCME 2264 COUNCIL 2, WASHINGTON STATE COUNCIL OF  
COUNTY AND CITY EMPLOYEES (PREVIOUSLY KNOWN AS  
INDEPENDENT AFSCME 2264)**

**representing**

**COUNTY ROADS DEPARTMENT MAINTENANCE AND OPERATIONS,  
CONSTRUCTION AND ER&R,  
AND PUBLIC SERVICES UTILITY EMPLOYEES**

**Effective**

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

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## **PREAMBLE**

THIS AGREEMENT entered into by the County of Yakima, hereinafter referred to as the "Employer" and AFSCME 2264 Council 2, of the Washington State Council of County and City Employees, representing Local 2264, American Federation of State County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the Employer and the Union, and the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE 1 - RECOGNITION**

The Employer recognizes the Union, as certified by PERC Decision 13830-PECB; PERC Case 138676-C-24, as the exclusive bargaining representative for all full-time and regular part-time Maintenance and Operations, Construction and Survey, and ER&R employees of the Yakima County Roads and Utility Maintenance Technician employees of Public Services Department, and excluding solid waste employees, clerical, professional and technical employees, supervisors, confidential employees and all other employee of Yakima County..

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.1 The Union recognizes the prerogatives of the Employer to operate and manage the Public Services Department, County Road 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 select, hire, transfer, and lay off employees as deemed necessary by the Employer in accordance with the provisions of this Agreement.
  - D. The right to discipline employees in accordance with the provisions of this Agreement.

- E. The right to determine the size and composition of the work force, modify job responsibilities and assign employees to work locations and shifts.
  - F. The Employer may also assign incidental duties to employees that are not enumerated in job descriptions and the employees shall perform the incidental duties upon the Employer's request.
  - G. The Employer shall have the right to take whatever actions the Employer deems necessary to carry out Employer services in a bona fide emergency.
- 2.2 Past Practices: The Employer may change a past practice after providing the Union with written notice. If the Union wishes to bargain about the effects of the changes to past practice then it will so indicate in writing to the Employer within fifteen (15) working days of receipt of the Employer's notice. The Employer shall promptly respond to information requests concerning the proposed change to past practice. 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 day time period, then the Employer may proceed with the change to past practice. In the event of a bona fide emergency as defined in Section 22.4, no notice or bargaining is required before implementing the change.
- 2.3 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 December 1, 1988, 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 of a bona fide emergency, no notice or bargaining is required before contracting out.
- 2.4 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust emplaced in the officials, in this case, the Board of Yakima County Commissioners and the elected officials and/or departmental directors and the rights and obligations owed thereby to the electorate in conformity with statutory law.
- 2.5 Notwithstanding any other provisions of this Agreement, the Employer may take actions necessary to comply with the Americans with Disabilities Act.
- 2.6 Software Implementations: The Union Representative(s) and the bargaining unit employees agree to fully cooperate with the Employer's implementation of any and all software Workday implementations and changes necessary to carry out departmental and County functions and responsibilities.

### **ARTICLE 3 – DEFINITIONS AND ELIGIBILITY**

- 3.1 The following definitions apply throughout the contract unless the context indicates another meaning:
- A. Department Head: Public Services Director or County Engineer.
  - B. Anniversary Date: Original entry date into County Service as adjusted by leave without pay or break in service.
  - C. Bargaining Union Seniority Date – The last date they entered the union.
  - D. Continuous Service Date – Date used to determine accrual increases based on uninterrupted years of service.
  - E. Compensatory Time: Time off in lieu of cash payments for overtime.
  - F. Employees Defined As Follows:
    - 1) Regular full-time: Employees who work on a full-time basis (37.5 or 40 hours per week) and who have successfully completed a probationary period. Said employees are entitled to pay for the position in accordance with the pay plan and pay plan structure and receive benefits as set forth in this Agreement.
    - 2) Regular part-time - 20 hours and over: Employees who work on a scheduled basis for 20 hours or more per week but less than full-time, and who have successfully completed a probationary period. Said employees are entitled to receive pay for the position in accordance with the pay plan and pay plan structure. Said employees are also entitled to receive benefits on a pro rata basis.
    - 3) 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.
  - G. Holidays: Paid non-work days for County employees as established and as provided in Article 20 - Holidays, of this Agreement.
  - H. Overtime: Work authorized and performed in excess of the scheduled work day or work week. It is payable at the time and one half (1-1/2) rate only for hours in excess of forty (40) per week. Washington State Paid Sick Leave (WPSL) shall not be included as “time worked” for the purpose of determining whether an employee has “worked” forty (40) hours in a week.

## **ARTICLE 4 - EMPLOYEE RIGHTS**

- 4.1 An employee shall have the right, upon request or at a mutually agreeable time, to inspect their official personnel file. No material referring to disciplinary action, deficient job performance or conduct shall be placed in the file without the employees' knowledge. The employee has the right to attach their comments to such material. 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. Employees shall have the right to grieve contents of evaluations that are not based upon just cause.

Further, an employee who has received a suspension from work without pay may request that the record of such discipline be removed from their official personnel file after five (5) years. In the event that the employee has received no disciplinary action during the five-year period, then the record of such discipline shall be removed from the file upon request. In the event that the employee has received disciplinary action during the five-year period, then the request shall be denied.

An employee may request that a written reprimand be removed from their official personnel file after three (3) years. Such request shall be in writing to the Department Head. In the event that the employee has received no disciplinary action during the three (3) year period, then the letter of reprimand shall be removed from the file upon request. In the event that the employee has received disciplinary action during the three-year period, then the request shall be denied.

Any letter requesting removals will remain in the employee's personnel file after the reprimand is removed.

4.2 **Personnel Files Confidentiality.**

- A. Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including personal photographs, may be confidential and shall restrict the use of information in the files to internal use by the Yakima County Human Resources Department and the Employee's department; provided, however such contents may be subject to disclosure to third parties as a result of public records request, a court order or by operation of law inclusive of the Washington State Public Records Act RCW 42.56 et al.
- B. Employees have the right to examine their personnel file. An HR representative shall be present during the inspection of the file.
- C. An authorized representative of the Union may examine an employee personnel file if the employee so authorizes in writing. Material placed into an employee's file relating to job performance or personal character shall be brought to the attention of the employee, and a copy shall be given to the employee.
- D. Except as otherwise provided in state law, off-duty activities of an employee shall not be cause for disciplinary action unless such activity is detrimental to the employee's performance on the job.

- E. An employee may have a shop steward from his or her duty station present at conferences with management in meetings involving the administering of discipline in accordance with Article 16 - Discipline.

#### **ARTICLE 5 - SAFETY**

- 5.1 Yakima County agrees to administer a safety program in accordance with WAC 296-24-045. Public Services and County Road employees shall elect one (1) representative to serve on the Central Safety Committee.
- 5.2 Employees will report unsafe or unhealthy working conditions to their immediate supervisor and the representative of the Public Services or County Road Department to the Central Safety Committee as soon as possible.
- 5.3 Reports of unsafe or unhealthy working conditions shall be made without fear of reprisal or intimidation.
- 5.4 Management shall investigate and report the results of investigations of alleged unsafe working conditions to the Central Safety Committee.

#### **ARTICLE 6 - UNION/MANAGEMENT RELATIONS - COLLECTIVE BARGAINING**

- 6.1 Collective bargaining shall be conducted during work or non-work hours by authorized representatives of the Union and the authorized representatives of the Employer.
  - A. No more than three (3) representatives of the Union shall be paid for collective bargaining sessions held during work hours. Negotiation sessions held outside normal work hours shall not be compensable.
  - B. Agreements reached between the parties to this Agreement shall become effective only when signed by designated representatives of the Union and the Employer.
- 6.2 Labor/Management meetings may be scheduled subject to the mutual agreement of the parties.
- 6.3 Union Business: Union officers, not to exceed three (3) in number at any one time, shall be granted leave from duty with pay, for the purpose of Union business attendance including, but not limited to, events such as attending labor conventions or educational conferences regarding collective bargaining, provided that notice of such conventions or conferences shall be requested and be subject to approval at least two (2) weeks prior thereto. The total leave time for the bargaining unit for the purposes set forth in this section shall not exceed forty-eight (48) hours in a calendar year.

## **ARTICLE 7 – MAINTENANCE OF MEMBERSHIP**

- 7.1 The Employer recognizes Independent AFSCME 2264 as the sole and exclusive bargaining representative concerning wages, hours, and other conditions of employment for employees described in the recognition clause.
- 7.2 Joining the Union: All employees in this bargaining unit have the right to voluntarily join the AFSCME 2264. AFSCME 2264, as the Exclusive Bargaining Representative, agrees to carry out its responsibilities under RCW 41.56.080.
- 7.3 Questions about AFSCME 2264 Membership: If an Employee has questions about AFSCME 2264 membership, the Employer will remain neutral and direct the employee to discuss this topic with an AFSCME 2264 Representative. The AFSCME 2264 Representative shall address the employee's inquiry as soon as possible.
- 7.4 Signed Dues Deduction Authorization: For those members who choose to join AFSCME 2264, the Employer agrees to deduct once each pay period the appropriate dues from the pay of the bargaining unit employee who provides written authorization to the Employer to do so. A signed payroll deduction authorization is necessary for this action. The signed payroll 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.
- 7.5 Amounts Deducted: The amounts to be deducted shall be certified to the Employer by AFSCME 2264 and the aggregate deductions shall be remitted to AFSCME 2264 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 AFSCME 2264 dues and fees to the AFSCME 2264 until such time as AFSCME 2264 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 AFSCME 2264.
- 7.6 Monthly Reports: Employer will provide the Union with monthly electronic reports of dues activity and payments. Reports and payments received during current month represent activities from previous months.
- As an example, reports and payment received in March represent activities that transpired in February.
- 7.7 New Employee Orientation: These provisions shall be carried out in conformity with RCW 41.56.037. Each December, the Employer will provide the Union with the upcoming year's new hire orientation calendar. The Union will contact the Human Resources Department at (509) 574-2210 to obtain information on new hires scheduled to attend orientation appropriate to their group. An AFSCME 2264 Representative shall be granted up to thirty minutes to provide each



new employee a basic overview of the employees' rights and responsibilities regarding AFSCME 2264 membership and dues authorizations.

- 7.8 Defense, Hold Harmless and Indemnification: In regards to all the provisions of this Article, AFSCME 2264 agrees to defend, indemnify and hold harmless the Employer from any and all claims, demands, lawsuits, administrative proceedings, ULPs, and grievances or other forms of liability, including the amounts of dues and fees deducted and withheld as well as attorneys' fees, costs, and/or expenses associated with the above listed activities (all claims, demands, etc.) that arise against the Employer for or on account of Employer actions consistent with the provisions of this Article.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.1 Crucial to employee morale and productive work relations between the parties is a fair and just resolution of both parties' grievances.
- 8.2 A grievance is defined as a violation or dispute involving the interpretation, application or alleged violation of provisions of this Agreement.
- 8.3 A grievance may be presented by an employee, the Union or the Employer.
- 8.4 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.
- 8.5 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 the shop steward 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 Department Head. The Department Head may request a meeting for discussion of the issues at this step. If the Department Head 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 Department Head 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 the 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 mailed to the Union President, at the address specified by the Union within ten (10) working days of the occurrence of the alleged grievance. Thereafter, the Union President 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) Arbitration Panel - Number – Selection: After timely notice the parties will establish an arbitration panel of three (3) persons. One party shall select one person and the other party will select one person. The two (2) selected persons shall select a third and neutral arbitrator 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 five (5) 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 two (2) names from the list. The party requesting arbitration shall strike the first name. The remaining name shall be the third and neutral arbitrator.
- (c) Decision - Time Limit:
  - (i) The arbitration panel 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.
  - (ii) Any decision by the arbitration panel shall be by majority vote.
- (d) Limitation, Scope and Power of Arbitration Panel:
  - (i) The arbitration panel shall not have the authority to add to, subtract from, alter, change, or modify the provisions of this Agreement.

- (ii) The power of the arbitration panel 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 and regulations.
- (e) Arbitration Award - Damages – Expense:
  - (i) Arbitration awards shall not be made for time prior to the date of the occurrence upon which the grievance is based.
  - (ii) Each party hereto shall pay the expenses of their own representatives, witnesses, and other costs associated with the presentation of their case. The parties shall equally share the cost of billing of the neutral arbitrator.

## **ARTICLE 9 – WAGES**

- 9.1 The Pay Plan Structure for 2025 and 2026 is described in Exhibit “A,” which is attached hereto and incorporated herein by reference.
- 9.2 The Pay Plans for 2025 and 2026 are set forth 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.
- 9.3 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.
- 9.4 For future wage studies, the Elected Officials, Department Heads, Union Bargaining

Representatives and bargaining unit representatives, as well as the members of the Executive Committee, will serve on a task force similar to the Task Force on Benefits and Salary Committee. This task force will engage in informational discussions which will not to be interpreted nor construed to mean that the Employer agreed to negotiate about the methodologies used to conduct the comprehensive study. Rather, the task force will engage in informational discussions about the analysis and outcomes of the study. The parties understand and agree that the ability to pay continues as an important factor with regards to addressing the new pay plans and future modifications to the pay as well as future general increases. The parties recognize that the Board of County Commissioners, based on their authority over the budgets, have the final decision-making authority relating to the future of pay plans and general increases beyond the term of this agreement (2025 and 2026).

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

#### **ARTICLE 10 - MEDICAL BENEFITS**

- 10.1 Effective January 1, 2025, the Employer contribution towards premiums will be up to a maximum of Eleven Hundred Fifty Dollars (\$1,150.00) per month.
- 10.2 Effective January 1, 2026, the Employer contribution towards premiums will be up to a maximum of Twelve Hundred Dollars (\$1,200.00) per month.
- A. For employees who are enrolled in the Premera Blue Cross (High Deductible) Plans, the Employer Contribution to the Health Savings Account (HSA) for the Employee Only Tier shall be the difference between the premium for Employee Only coverage and the Employer maximum contribution.
  - B. For employees who are enrolled in any Premera Blue Cross Plan other than the Premera Blue Cross (High Deductible) Plans with Employee Only coverage, the Employer shall contribute the difference between the premium for the Employee Only Tier and the Employer maximum contribution to an HRA VEBA account for the employee.
  - C. For employees enrolled in all other Premera Blue Cross plans or tiers, the employee will pay the difference between the premium and the employer’s maximum contribution
  - D. Employees can waive medical coverage; however, contributions must still be made for the mandatory Dental, Basic Life Insurance and Basic Long Term Disability (LTD). The employer shall contribute only the premium amount for the mandatory Premera Blue Cross Dental, Basic Life Insurance and Basic LTD for employees that waive medical

coverage through Premiera Blue Cross.

- 10.3 Employees whose job classification falls under the County's Hearing Conservation Program are required to participate in the annual audiology testing.
- 10.4 Effective for 2025-2026, the medical benefits package is subject to the provisions and actions of the Yakima County Employee Benefit Committee and subject to the final decisions of the Board of County Commissioners. The AFSCME Local 2264 membership shall be allowed one (1) representative to serve as representative on the Employee Benefit Committee. The representative shall be nominated and elected by the AFSCME Local 2264 employees and shall serve a three (3) year term. Upon completion of the elected term the nomination and election process shall take place. The composition of the committee will be part of the continued negotiations mentioned above.

#### **ARTICLE 11 - CLASSIFICATION ASSIGNMENT AND WORK OUT OF CLASSIFICATION**

- 11.1 The Department Head shall be the sole determiner as to the need or necessity to assign or reassign employees in order to most effectively carry out the Employer's obligation to provide services to the public.
- 11.2 Job classifications are broad specifications of jobs to be performed by employees. Employees will be assigned a primary position. Primary positions are functional work categories within job classifications defining major groupings of job responsibilities and shifts.
- 11.3 Temporary re-assignments to different primary positions within the job classification shall not result in an adjustment in pay and shall not exceed a period of up to six (6) months from the date of temporary re-assignment. Re-assignments may be made by the Department Head according to departmental needs or necessity.
- 11.4 Out of Class Pay: When an employee is assigned to work at a higher job classification for four (4) hours or more in any one (1) work day, he or she shall receive compensation in accordance with the schedule below:
  - A. When an employee is assigned to work in a job classification that is one (1) classification higher than his or her own for four (4) hours or more in any one (1) work 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 four (4) hours or more in any one (1) work day, the employee shall be paid at a fifteen percent (15.0%) flat rate cap.
  - C. When an employee is assigned to work in a job classification that is three (3) classifications higher than his or her own for four (4) hours or more in any one (1) work day, the employee shall be paid at a twenty percent (20.0%) flat rate cap.
- 11.5 Reclassification will occur in accordance with Exhibit "C".

- A. Engineering Technician IV positions covered by this contract will be reviewed for reclassification following the reclassification process.
- B. Utilities Maintenance Technician series positions covered by this contract will be reviewed for reclassification following the reclassification process.

## **ARTICLE 12 - PROBATIONARY PERIOD**

- 12.1 New Hires: Each newly hired employee of the Public Services Department or County Roads shall satisfactorily complete a twelve (12) month probationary period. The employer will conduct written employee performance evaluations during this probationary period at the request of the employee. The employee may request a written performance evaluation once every three months. Probationary employees may be discharged or terminated at any time without just cause and without any recourse.
- 12.2 Existing Public Services or County Road Employees: Existing Public Services or County Roads employees who change work duties must satisfactorily complete a six (6) month work performance probation 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 13 - SENIORITY**

- 13.1 Seniority according to this Agreement shall consist of continuous service of an employee with the Public Services or County Road. No employee shall have seniority established prior to satisfactory completion of the probation period. Employees shall continue to accrue seniority for periods of worker's compensation illness or injury, military leave of absence of twenty-one (21) days or less, and all time on paid leave status. Employees shall lose all seniority in the event of voluntary termination, lay-off beyond the recall period, and/or discharge. Employees shall not accrue seniority for periods of unpaid leaves of absence, layoff, or disciplinary suspension; however, employees in such categories shall not lose seniority accrued prior to the commencement of the unpaid status. In the case of authorized leave of absence without pay:
  - A. The Bargaining Unit Seniority date will be adjusted when in an unpaid status.
  - B. The Continuous Service date will not be adjusted when on Federal or State authorized leave of absence without pay. The Continuous Service date will be adjusted when on any other type of unpaid leave.
- 13.2 Seniority shall be lost upon termination from the bargaining unit.
- 13.3 Bargaining Unit Seniority List: The seniority list shall be brought up to date each year on January 1 and a copy furnished to the Union.

## **ARTICLE 14 - JOB POSTING, SELECTION, AND PROGRESSION**

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

A. If the Department Head determines the need to fill a vacancy or new position, the opening will be posted as follows:

1) The Department Head will provide notice to Public Services or County Road employees having the same primary duties as the vacant or new position who work at a different job location or who work a different shift at the same location that a vacancy exists. Those employees may indicate in writing their desire to transfer to the different job location or shift. In the event an employee submits for a vacancy within their current primary position, which has a different job location or shift the Department Head shall transfer the employee to the new job site or shift. If two (2) or more employees wish to transfer, the transfer shall be given to the most senior employee.

2) In the event that no employees apply to transfer to the vacant position pursuant to 14.1.1.1, then the opening will be posted for seven (7) calendar days at each of the county shops and on the central employee notice bulletin board in the Courthouse. A copy of the announcement will also be sent to the Union.

B. If a vacancy occurs in a position with the same job classification and minimum requirements of a prior job announcement, the Department Head may select a candidate from the applicant pool from the previous recruitment provided the previous recruitment includes language allowing future vacancies to be filled within ninety (90) days of the closing date of the previous job announcement.

14.2 **Selection:** The Department Head 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 or County Road 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 Department Head'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 Department Head's judgment, the ability and qualifications of two (2) or more County employees are equal, the senior employee shall be selected.

- C. 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.
  - D. In the event that an employee selected by the Department Head 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.
  - E. During the six (6) month work performance probation period, employees will be permitted to return to their former classification and increment if they cannot perform satisfactorily in the new classification, or by mutual agreement by the employee and the Department Head, provided there is a position available. If there is no position available, said employee shall be placed on recall status in accordance with the provisions of the layoff Article.
  - F. An employee who voluntarily requests a demotion to or applies for position in a lower classification shall be placed in the compensation system at the same increment level in the lower classification pay range as currently held in the position in the higher classification pay range.
- 14.3 Progression to the next level in the job series is determined by the progression designation in the classification specification and on the Position Description Questionnaire (PDQ) once the employee meets the additional education/certification and experience required of the next level classification. Exhibit E lists the classification specifications and PDQs that have been updated with this progression designation. New positions will be reviewed to determine if the requirements for progression designation are to be included.

## **ARTICLE 15 - LAYOFF AND RECALL**

### **15.1 Layoff:**

- A. The Public Services Director or County Engineer 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 or County Road Department. The Public Services Director or County Engineer shall have the right to determine by job classification the number of employees to be reduced. The Union will be notified of the specific job classifications in which layoffs will take place and the number of employees in those job classifications who are designated for layoff status.
- B. If the Public Services Director or County Engineer 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 - shall be reduced by laying off the least senior employee within the affected job classification in accordance with the above, providing that the remaining senior employees have the necessary job skills to perform the variety of tasks required of that classification.
- (4) Employees on leave are subject to layoff procedures.

In regard to this Provision 15.1.B, if the employees affected are Public Services employees, then the Public Services Director and/or the Board of County Commissioners shall determine if layoffs are necessary; and which classifications within this provision will be laid off. If the employees affected are County Roads employees, then the County Engineer and/or Board of County Commissioners shall determine if layoffs are necessary; and which classifications within this provision will be laid off.

- 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 or a position in a lower classification for which he/she is qualified thereby "bumping" the least senior employee within that classification provided that the retreating employee is capable of performing that work as determined by the Department Head, and further provided that the remaining senior employees and/or retreating employees have the necessary job skills, ability and qualifications to perform the variety of tasks required of that classification. In the event of a situation where the Department Director ascertains that Department efficiency would be impaired by lay-off of a less senior employee, the County may retain that employee. 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.

## 15.2 Recall:

- A. In the recall of employees, the last person laid off in the job classification will be recalled first, provided that said employee is qualified to perform the work needed in a satisfactory manner. 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. The employee shall have been deemed to have received notice within five (5) working days after the County mailed said notice. When an employee is recalled, the Employer will send a certified letter to the last known address of the employee advising the employee of the recall. A copy of the offer of recall shall be provided to the Union. An

employee so notified must indicate his or her acceptance of said recall within five (5) calendar days of receipt of notice, either by written communication to the Employer or by personal notification. Employees recalled will be reinstated the first of a pay period.

- B. 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 forfeit all recall rights under this Article and be removed from recall status.
- C. An Employee rehired within twelve (12) months after layoff will have his previously accrued seniority prior to layoff restored; however, no time will accrue during the period in which the employee was on a layoff status.
- D. Benefits shall not accrue during lay-off. Employees recalled and who accept the recall within one (1) year from the date of the layoff shall have previously accrued bargaining unit 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. Recalled employees shall not be required to serve an additional probation period.

#### **ARTICLE 16 - DISCIPLINE**

16.1 The Department Head or designee may reprimand, suspend, demote, or terminate an employee for the following just causes, but not limited thereto:

- A. Consuming intoxicants or illegal drugs, excluding drugs taken by prescription while on duty.
- B. Reporting for duty with the presence of alcohol and/or controlled substances in the employee's bodily systems (blood, breath, and/or urine).
- C. Disobedience to a legal request by the employee's supervisor.
- D. Failure to meet or support Employer standards; inability to comply with or support goals of the Employer relating to the amount and quality of work.
- E. Deliberate destruction of Employer's or another employee's property.
- F. Neglect of duty.
- G. Unexcused discourtesy to the public.
- H. Refusal to comply with or violation of Yakima County's Non-Discrimination and Anti-Harassment Policy to include, but not limited to:
  - 1) Discrimination
  - 2) Workplace Harassment
  - 3) Bullying

- I. Refusal to comply with departmental rules, provided that such rules shall be posted in each department where they may be read by all employees; and further that no changes in present rules or no additional rules shall be made that are inconsistent with this Agreement.
- J. Disorderly conduct.
- K. Sleeping on duty.
- L. Giving or taking of a bribe of any nature.
- M. Failure to report for duty without a bona fide reason.
- N. Excessive absenteeism for any reason except illness while the employee is receiving sick leave or PTO leave, or is on an approved leave of absence.
- O. Borrowing or taking tools, equipment, or other property of the Employer for private or personal use. However, if such property may properly be lent to members of the public, then it may be lent to employees who follow the normal checkout procedure.
- P. Misuse of sick leave policies.
- Q. Violation of No-Strike clause.

16.2 The disciplinary actions which the Department Head or designee may take against an employee include the following:

- A. Oral reprimand;
- B. Written reprimand;
- C. Suspension from work without pay;
- D. Demotion (NOTE: Demotion means reduction in classification and pay);
- E. Discharge or termination.

The disciplinary action taken is dependent upon the seriousness of the affected employee's conduct, as determined by the Department Head or designee. The above enumerated disciplinary actions may be implemented without regard to the order indicated hereinabove. In other words, the Department Head or designee may, but is not required to, utilize progressive discipline where the Department Head make a determination that the circumstances warrant imposition of a more severe form of discipline.

16.3 Prior to the conclusion of an investigation that may lead to disciplinary measures, the employee shall be notified in writing of the allegations and given the opportunity to meet with the Employer and Union Representative or Steward in order to provide any explanation.

16.4 The Employer may suspend without pay, demote or discharge an Employee for just cause. If the Employer determines that circumstances exist which may result in the suspension without pay, demote or discharge of an Employee, the Employer will notify the Employee of the facts and circumstances which could lead to the Employee's suspension without pay, demotion or discharge. The Employer will establish a reasonable date and time for a pre-disciplinary meeting in order to review the facts and circumstances and to provide the Employee an opportunity to explain their side of the situation and/or provide additional information or evidence. The Employee is entitled to Union representation during this process. After the pre-disciplinary meeting, the Employer will make a determination as to whether or not the Employee should be disciplined and the appropriate level of discipline.

16.5 When the Department Head 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 the services provided by the County, the Department Head or designee may discharge or terminate the employee immediately.

In such cases, the specified charges shall be made available to the employee in writing by the County not later than one (1) working day after the action became effective.

16.6 The Department Head or designee may suspend an employee for just cause as specified in this Article. An employee may not be suspended for more than thirty (30) working days.

16.7 In cases of suspension, the specific charges and duration, where applicable, shall be made available to the employee in writing by the County not later than one (1) working day after the action became or becomes effective.

16.8 Untimely notice of disciplinary action as referenced in 16.5 and 16.7 shall not affect the validity of said disciplinary action.

16.9 When existing work rules are changed or new rules are established, the Department Head or designee shall notify the Union of such changes and they shall be posted prominently on bulletin boards for a period of seven (7) calendar days before becoming effective, except for work rules of an emergency nature. Employees shall comply with all existing rules that are not in conflict with the express terms of this Agreement provided the rules are uniformly enforced.

16.10 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 investigatory action in response to third party allegations, specific information in said allegations shall be made available to the employee.

16.11 Administrative Leave: At the discretion of the Department Head or designee, 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 17 - PAID TIME OFF (PTO) LEAVE**

- 17.1 PTO Leave - PTO leave is earned by regular full-time employees of Yakima County as described below for each month of completed service. Regular part-time employees earn PTO leave on a pro-rated basis according to the number of hours budgeted for the position. 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 = 15<sup>th</sup> of the month)  
**Second pay cycle:** 5 hours (earned at end of pay cycle = last day of the month)

- 17.2 Newly hired employees earn a PTO leave on a prorated semi-monthly basis based on their date of hire.
- 17.3 Terminating employees earn PTO leave on a prorated semi-monthly basis based on their date of termination.
- 17.4 Maximum: PTO leave may be accumulated to a maximum of the equivalent of forty (40) working days (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.
- 17.5 Accrual: PTO leave shall be accumulated and credited in the following manner:

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

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

17.6 Computation of Payment: One (1) day is equal to eight (8) hours, nine (9) hours, or ten (10) hours based on the employee's regularly scheduled work day.

- A. All accumulated PTO leave is paid when an employee leaves employment of Yakima County for any reason, provided the employee has served six (6) consecutive months of employment and adequate notice has been given. Adequate notice, for employees resigning from County employment, is defined as written notice submitted at least fourteen (14) calendar days prior to termination of employment. In case of death, all accumulated PTO leave is paid to the estate of the employee. Payment of the accumulated PTO leave is calculated by multiplying the employee's base hourly rate, at the time of termination, times the total number of accumulated PTO leave hours.
- B. PTO leave must be requested in advance and is subject to the approval of the Department Head or designee, provided said PTO leave will not be unreasonably denied.
- C. With the approval of the Department Head or designee, an employee may take any portion of their PTO leave at any time, provided that employees are not permitted to use PTO leave in excess of their accrued balance. Leave may not be taken before it is accrued.
- D. PTO leave may be used for any purpose. Employees must comply with the leave request/reporting requirements for leave used in conjunction with state and federal leave laws. If possible, an employee requesting PTO must make a written request in advance within five (5) work days, except when there is an emergency or absence of employee due to sick leave or similar circumstances. A medical statement/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.
- E. PTO leave use will be approved when conditions of the Federal Family and Medical Leave Act, Washington Family Leave Act and/or Washington Family Care Act are met.

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

The recipient employee must:

- a) have an extraordinary or serious illness or injury, or
- b) have a parent, spouse, a state registered domestic partner, or child as defined in the County Family and Medical Leave policy, who has an extraordinary or serious illness or injury which requires the employee's attendance or direct care; and
- c) have depleted or shortly will deplete all leave reserves (PTO leave, sick leave or compensatory time); and
- d) have diligently attempted to accrue PTO leave; and

- e) not be eligible for industrial insurance or other disability leave benefits.
- f) Notify the Employer if the employee is receiving short term or long-term disability benefits and sign a waiver that allows the Employer to disclose such information to potential donor employees.

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

The donating employee may not request a transferred amount that would result in his or her leave balance falling below ten (10) days.

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

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

- 18.1 Eligibility: Accumulated grandfathered sick leave is canceled automatically upon separation from employment, except upon retirement or death.
- 18.2 At no time may an employee have more than one hundred twenty (120) days (nine hundred sixty (960) hours) of grandfathered sick leave due. The employee may choose to use grandfathered sick leave from the bank for any reason specified under Section 18.4 below. This bank no longer exists for accruals.
- 18.3 Computation of Payment: Grandfathered sick leave shall be charged at a rate equal to the time absent from the normally assigned shift.
  - A. Part day grandfathered sick leave shall commence at the time the employee leaves the work area and shall end at the time the employee returns to the work area.
  - B. Upon separation from employment, any unused grandfathered sick leave shall be forfeited and will not be paid as separation pay, except in the case of death or retirement under the County's PERS retirement system. Upon retirement, twenty-five percent (25%) of all of the employee's accumulated grandfathered sick leave shall be paid to the employee's HRA VEBA Trust Account. Upon death, twenty-five percent (25%) of the employee's accumulated grandfathered sick leave shall be paid to employee's estate. Payment of accumulated grandfathered sick leave is calculated by multiplying the employee's base hourly rate time 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 May 1, 2017, base hourly rate.
- 18.4 Use: Grandfathered Sick leave may be taken for any of the following reasons:
  - A. An employee's illness, injury, or temporary disability (such as during pregnancy) which incapacitates the employee to the extent that work can no longer be performed.

- B. Doctor appointments for employee or dependents under the age of eighteen (18).
  - C. To care for an employee's minor child with a "health condition that requires treatment or supervision" by the employee or an employee's adult child who is "incapable of self care" because of a "physical or mental disability" with a "health condition that requires treatment or supervision" by the employee.
  - D. When the employee's attendance is required to care for an employee's spouse, state registered domestic partner, child, step-child, parent, parent-in-law or grandparent with a health condition requiring treatment or supervision or for medical emergency purposes.
  - E. An employee may use accrued grandfathered sick leave if the employee's attendance is required to care for a brother, sister, step-brother, step-sister, grandchild, or step-grandchild with a serious health condition, which leave shall be limited to three (3) days for 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 day limitation would apply.
  - F. Grandfathered sick leave cannot be claimed by an employee on PTO leave unless the employee immediately notifies the Employer of the illness. Upon return to work, the employee may be required by the Department Head or designee 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 person related by blood or marriage or legal adoption, specifically and limited to wife, husband, registered domestic partner, parent, parent-in-law, grandparent, brother, sister, child, stepchild, grandchild or step-grandchild of the employee, not aunt, uncle, cousin, niece, or nephew unless living in the employee's household. The use of grandfathered sick leave for bereavement leave shall be limited to a maximum of five (5) days of grandfathered sick leave for each occurrence.
- 18.5 Reporting: 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.
- 18.6 A doctor's certification of illness may be required of the employee, at the time the employee returns to work, when absent because of illness or injury of any person for a period of more than three (3) consecutive days.
- 18.7 Workers Compensation:
- A. An employee receiving Workers Compensation time loss payments due to on-the-job injury may also use any accrued paid time off during the period covered provided the employee follows the use provisions of the time off plan.
  - B. If an employee is injured on the job and the employee's medical provider releases the employee to work in a light duty position, and the Employer has a need for extra help in



another work area or department and the employee can qualify to do the work in that area or department, then the employee may be allowed to work in that area or department for up to ninety (90) days with the agreement of both the Department Head the employee is working for and the Department Head where the employee may be working.

18.8 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 = 15<sup>th</sup> of the month)

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

Employees on an unpaid leave of absence and whose leave is covered under FMLA or Workers Compensation will continue to accrue ESL leave and their ESL accruals will not be adjusted. Employees on an unpaid leave of absence and not on a leave covered by FMLA or Workers Compensation will not accrue ESL leave if the employee is in leave without pay status and the leave without pay status exceeds fifty percent (50%) of their regularly scheduled hours for the pay period.

- B. An employee is eligible to use available ESL when the employee has:
- an extended illness or injury lasting more than ten (10) consecutive work days (cannot be used for intermittent absences);
  - a qualified family member with an extended illness or injury lasting more than ten (10) consecutive work days (cannot be used for intermittent absences);
  - served thirty (30) consecutive days of employment; and
  - used 5 work days or 40 hours of PTO, SL, or LWOP.
- C. Upon separation from employment with Yakima County, any unused ESL is forfeited without payment.
- D. All re-employed persons, whose continuous service has been interrupted by termination, shall be considered new employees and shall be subject to the applicable qualifying period of employment. Exception: Employees rehired within the layoff period after a reduction in force will have their accumulated ESL bank hours restored.
- E. ACCUMULATION OF LEAVE. ESL is cumulative to a total of thirty (30) working days (240 hours), after which time no additional leave may be earned until the leave balance is

reduced through use of leave hours. An employee cannot have more than 240 hours of ESL credit in the bank at any time. The maximum ESL balance shall be pro-rated for employees who regularly work less than forty (40) hours per week.

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

G. USE. ESL may be taken under the following conditions:

- 1) With the approval of the Department Head or designee, an employee may take all or any portion of the employee's available ESL. Employees are not permitted to use ESL in excess of their available balance.
- 2) ESL may only be used for the employee's own illness or injury or for the following family members: spouse, state registered domestic partner, child, parent, parent-in-law, or grandparent. The employee must comply with the leave request/reporting requirements for leave used in conjunction with state and federal leave laws. If possible, an employee requesting ESL must make a written request in advance and/or request it in the County's timekeeping system. The supervisor shall consider the request and shall approve or deny it. A medical release may be required before the employee is permitted to return to work.

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

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

## **ARTICLE 19 - OTHER LEAVES**

19.1 Leaves of Absence: No leave of absence, whether with or without pay, shall be allowed unless authorized in advance by the Department Head. Requests for such leave shall be submitted in writing to the Department Head and shall state the reasons for the request and expected length of the absence. Absences not approved may be treated as an unauthorized leave of absence without pay and may be grounds for immediate dismissal. Unauthorized absence for three (3) consecutive days may constitute job abandonment which is considered a voluntary separation from service.

19.2 Leave With Pay:

- 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 is on Military Leave, the employee shall receive his regular pay, plus the amount of his military pay.

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

- B. Court Leave: All regular employees, submitting proper authorization may be given court leave for the purpose of serving as a member of a jury or as a witness under subpoena in Federal, State, County or City Court. This type of leave will not be charged against any other leave accrued and there will be no deduction in regular compensation for the absence. All fees received for jury duty will be forfeited by the employee except those received for payment of mileage and other related travel expenses. An employee shall not receive Court Leave for cases where the employee is a party in a legal dispute, unless the dispute is related to actions taken by the employee while performing or purporting to perform duties in the course of employment with the County.
  - C. Special Meetings and Training: Whenever it is deemed in the best interest of the County, an employee may be granted paid time to attend professional, technical institutes, conferences, or special educational training directly appropriate to the employee's position. An employee may be granted time off with pay to attend special meetings and training when necessary to the maintenance of skills and certification required by the Employer.
- 19.3 Leave of Absence Without Pay: Written requests for leave of absence without pay may be granted by the Department Head 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 expected length of absence. The provisions of this section shall not override or interfere with the Employer's obligations and responsibilities under federal or state laws or regulations such as the ADA, FMLA, or WLAD. An extension of an approved leave of absence without pay, for medical or educational purposes, may be granted at the discretion of the Department Head. 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, unless the position has been designated for lay-off or the employee is unable to return to the position due to medical disability.
- A. An employee on authorized leave of absence without pay may elect to continue to participate in the County's medical and life insurance plan. Full cost of the coverage, to include both Employer and employee shares, shall be paid by the employee. Such payment shall be made in advance for each month or portion thereof for which the employee is absent.

An employee's paid leave as applicable must be exhausted prior to use of leave without pay, unless the employee has elected unpaid leave under the worker's compensation program.

If the employee is unable to return to work in three (3) months, the Department Head may grant up to an additional three (3) months without pay.

Employees on authorized leave of absence without pay shall not accrue PTO or sick leave benefits or receive any other fringe benefits while on such leave. The employee's seniority date, leave accrual date, and increment anniversary date will be adjusted for period of leave without pay that exceed half of the employee's scheduled work hours during a pay period. An employee approved and certified under the Family Medical Leave Act (FMLA) shall continue to receive the employer contribution for medical insurance under the provisions of the FMLA. Employees not covered under FMLA and on approved leave of absence may elect to continue coverage under the County's medical or life insurance plan provided that the full costs 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.

- 19.4 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 20 - HOLIDAYS**

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

<b>Date:</b>	<b>Name of Holiday:</b>
January 1	New Year's Day
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

- 20.2 Whenever a legal holiday falls on a Sunday, the following Monday shall be a legal holiday.
- 20.3 Whenever a legal holiday falls on a Saturday, the preceding Friday will be the legal holiday.
- 20.4 Any employee on approved PTO when a holiday occurs will not be charged with PTO leave for that day.
- 20.5 Any employee who is on compensated sick leave when a holiday occurs will receive a day's pay for that holiday and will not have sick leave charged.

- 20.6 An employee who is on leave of absence without pay (LWOP) for any portion of the day immediately prior to or following a holiday shall not receive holiday pay.
- 20.7 If a holiday occurs on a scheduled day off, the employee shall be given an alternate day off at the employee's discretion, upon supervisor's approval.
- 20.8 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).
- 20.9 When an employee is working a regular schedule of four (4) ten (10) hour days when a holiday occurs, then they will be credited with ten (10) hours of holiday time. When an employee is working a flexible work schedule when a holiday occurs then they will be credited with holiday time equivalent to the number of hours scheduled to be worked that day.
- 20.10 Regular part-time employees will receive holidays on a pro-rated basis.

### **ARTICLE 21 - KEEPING RECORDS**

The Employer is responsible for maintaining the official permanent records regarding bargaining unit employee's PTO leave, sick leave and other leave accrual, usage and balances.

### **ARTICLE 22 - HOURS OF WORK AND OVERTIME**

#### **22.1 Hours Of Work:**

- A. The work week normally will, as determined by Department Head, consist of a forty (40) hour week, either five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days, Monday through Friday.
- B. The normal work day shall begin between the hours of 4:00 A.M. and 9:00 A.M. subject to the following provisions:
- 1) Construction and Surveying Division Employees: If in the course of contract related work it becomes necessary to create a second shift to facilitate improved conditions for portions of the work, or to establish multiple shifts, Engineering Technicians may be scheduled to start work outside the 4:00 A.M. to 9:00 A.M. normal starting time. Notice shall be given to Engineering Technicians as soon as the contractor notifies the Employer. Employees shall be assigned to a full shift of consecutive eight (8) or ten (10) hours to match existing shift status.
  - 2) Equipment Rental and Revolving Fund Division Employees: Mechanics and Lead Mechanic employees within the ER&R maintenance shop will be assigned to one of two shifts. Employees assigned to Shift "A" will be assigned to a normal work week of five (5) consecutive eight (8) hour days, Monday through Friday, with a normal start time of 5:00 A.M. Employees assigned to Shift "B" will be assigned to a normal work week of four (4) consecutive ten (10) hour days, Tuesday through

Friday, with a normal start time of 12:00 P.M. (noon).

- C. Notice shall be given as far in advance as possible, when employees are called to work prior to their normal start time. The employee will be assigned to a full shift of consecutive eight (8) or ten (10) hours. The employee may be released after eight (8) or ten (10) hours.
  - D. A work day for employees will include time to and from the work area from the designated duty station.
- 22.2 Flexible Work Schedule: The Department Head, upon mutual agreement with an employee, may institute a flexible work schedule such that the employee's workweek and/or workday are outside the days and hours contained in Sections 22.1.1 and 22.1.2, respectively.
- A. When the Department Head 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. 22.2.2 When the Department Head 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.
- 22.3 Changes In Work Week and Work Day: When the Department Head determines it is necessary to alter or change work schedules (work week, work day and/or working hours in a normal work day), the County shall give five (5) working days' notice to the affected employee(s) except in the event of bona fide emergency, in which case no notice is necessary.
- 22.4 Bona Fide Emergency: This is inclusive of life-threatening situations, civil disorders, natural disasters, sudden unexpected happenings, unforeseen occurrences, or conditions, and/or complication of circumstances.
- 22.5 Overtime: Employees assigned to eight (8) or ten (10) hour shifts who work any hours outside their normal shift shall be compensated for each overtime hour worked. Overtime will be based on actual time worked and not rounded up or down. Overtime will be paid for at one and one-half (1-1/2) times the base hourly rate. Paid leave time such as PTO, Grandfathered sick, ESL, compensatory time or holiday are included as time worked for the purpose of determining whether an employee has "worked" over their normal shift. Washington State Paid Sick Leave (WPSL) is not included as hours "worked" when determining if an employee has "worked" over their normal shift.
- 22.6 Compensatory Time: Employees may elect to receive payment for overtime by compensatory time off. Compensatory time off shall be granted at such times and in such time blocks as are mutually agreed upon between the employee and his or her supervisor. Compensatory time may be accrued to a maximum of one hundred forty (140) hours. Any time accrued in excess of one hundred forty (140) hours will be paid 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 18.9% or 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.

22.7 Call-Out: If an off-duty employee is called out at the direction of the Department Head or designee to perform job related duties, the employee shall receive pay or compensatory time at the time and one-half (1-1/2) rate for hours worked. If the employee is called out and subsequently sent home, the employee shall receive a minimum of two (2) hours pay or compensatory time at the time and one-half (1-1/2) rate. The call-out provision shall only apply for hours worked which are not contiguous, either preceding or following, a regular shift.

22.8 Meal and Rest Periods:

- A. Employees shall be allowed an unpaid meal period of either thirty (30) or sixty (60) minutes as required to meet operational staffing requirements. Meal periods will normally be taken at mid-shift unless otherwise directed. Meal periods shall be on the Employer's time when the employee is required by the Employer to remain on duty on the premises or at a prescribed work site in the interests of the Employer.
- B. Employees will be allowed two (2) fifteen (15) minute rest periods on the Employer's time. Rest periods will normally be scheduled as near as possible to the mid-point of each one-half (1/2) work shift.

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

- A. If notice of cancellation is given to the employee(s) any time prior to the designated starting time, then no compensation is due for said cancellation; or,
- B. If notice of cancellation occurs during the first half of a regular work shift, then said employee(s) shall be entitled to compensation for the difference between the time worked and one-half (1/2) of the regular work shift; or,
- C. If the notice of cancellation occurs during the second half of the regular work shift, then said employee(s) shall be entitled to compensation for the entire regular work shift.

22.10 Call-Out Duty: The Department Head may designate employees holding the classification of Lead Road Maintenance Technician to be on call-out duty during off-duty hours for the purpose of calling out other employees to perform job related duties. An employee on call-out duty shall receive pay or compensatory time as follows:

- A. An employee who works a twenty-four (24) hour shift on call-out duty, during which time the employee has worked a regularly scheduled work day, shall receive pay or compensatory time at the time and one-half (1-1/2) rate for one (1) hour's pay.
- B. An employee who works a twenty-four (24) hour shift on call-out duty, during which time the employee has not worked a regularly scheduled work day, shall receive pay or

compensatory time at the time and one-half (1-1/2) rate for three (3) hour's pay.

- C. Employees filling Lead Road Maintenance Technician positions are required to accept call-out duty.
- 22.11 Standby Duty: The Department Head may designate employees to be on standby duty during off-duty hours for the purpose of performing designated call-out work.
- A. An employee designated on standby duty shall be available on a twenty-four (24) hour basis to perform call-out work. The employee must be in a position to respond within fifteen (15) minutes to any summons at any time during the period the employee is on standby duty.
  - B. Employees on standby duty shall be issued a cellular telephone and a pager capable of summoning his or her attention. An employee on standby duty shall carry the pager at all times and shall have the cellular telephone immediately available.
  - C. Employees on standby duty may be assigned a County vehicle for responding to call-out work. Personal use of the vehicle is strictly prohibited.
  - D. Standby duty shall be divided amongst those qualified as determined by the Department Head.
  - E. An employee on standby duty shall receive pay as follows:
    - 1) An employee who is assigned a twenty-four (24) hour shift on standby duty, during which time the employee has worked a regularly scheduled work day, shall receive pay or compensatory time for one (1) hour's pay at the overtime rate.
    - 2) An employee who is assigned a twenty-four (24) hour shift on standby duty, during which time the employee has not worked a regularly scheduled work day, shall receive pay or compensatory time for three (3) hour's pay at the overtime rate.
    - 3) An employee who is on standby duty and is called per Article 22.7 shall receive a minimum of one (1) hour pay or compensatory time at the time and one-half rate.

### **ARTICLE 23 – PAY PROVISIONS**

- 23.1 The Employer will continue to participate in social security.
- 23.2 All employees of the Public Services Department and County Roads shall be compensated on an hourly basis for hours worked.
- 23.3 Pay Period: Employees shall be paid on a semi-monthly (twice per month) basis.
- A. The first pay period will be the 1<sup>st</sup> through the 15<sup>th</sup> of the month.



- B. The second pay period will be the 16<sup>th</sup> through the last day of the month.
- C. Pay for work performed during the first pay period will be issued on the 25<sup>th</sup> of the month provided the employee and/or supervisor 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 10<sup>th</sup> 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 mandatory direct deposit of all employee pay.
- G. No Pyramiding: Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

23.4 Travel Time:

- A. Time spent traveling during normal work hours is considered compensable work time as determined by the Fair Labor Standards Act (FLSA).
- B. If an overnight stay is required, all time spent traveling is considered hours worked and will be compensated.
- C. Time spent traveling will be compensated at the regular hourly rate, unless said travel time causes the employee to exceed forty (40) hours total compensable time for the week. Travel time performed in excess of forty (40) hours per week will be compensated at the rate of one and one-half time the normal rate of pay.
- D. Mileage Reimbursement: Employees who use a personal vehicle for County business or work related activities in accordance with County policy shall receive reimbursement for their mileage. Mileage reimbursement shall be set at the current Internal Revenue Service (IRS) rate. Employees should first use County-owned vehicles, subject to availability, in order to minimize the use of employee vehicles.

23.5 Boot Allowance:

- A. Employees are required to wear quality safety boots complying with ASTM F2413-18 MIC or FIC standards. Protective footwear shall be a sturdy work boot type style, five inches or higher. Employees will ensure to wear their safety boots when working. Employees will ensure that their safety boots are in safe working order at all times.

- B. The County will reimburse an employee up to \$450 every two consecutive calendar years for the purchase of protective footwear. If the employee makes an individual purchase of less than \$450 in the first calendar year, the remaining balance will carry over to the following year; however, under no circumstance will an individual be reimbursed more than \$450 over a period of two consecutive calendar years. Safety boots must be purchased by the employee on their personal time. Following purchase, the employee will complete an employee expense report and provide the employer with a receipt for purchase and certification that the boots meet the standard identified above. Any costs associated with the purchase which exceed the designated annual allowance will be the responsibility of the employee.

#### **ARTICLE 24 - SAVINGS CLAUSE**

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

#### **ARTICLE 25 - EQUAL EMPLOYMENT OPPORTUNITY**

- 25.1 There shall be no discrimination by the Employer or the Union against any employee or applicant for employment on account of membership or non-membership in the Union because of age, color, national origin, race, religion or creed, sensory, mental or physical disability, use of a service animal, pregnancy and maternity, HIV/AIDS and Hepatitis C Status, genetic information, marital status, victims of domestic violence, sexual abuse, or stalking, political belief, sex, sexual orientation, gender identity, veteran or military status, or any other protected status under federal, or state, or local law unless based on a bona fide occupational qualification. No employee will be required by the Employer or the Union to make a contribution to a political party or to a candidate for political office as a condition of employment.
- 25.2 Whenever masculine words are used in this Agreement, they are intended to apply equally to either gender.

#### **ARTICLE 26 - NO STRIKE - NO LOCKOUT**

- 26.1 Neither the Union nor the employee(s) shall support or participate in any strike, work stoppage, slow down or any other interference with the work and/or statutory functions and/or obligations of the Employer.
- 26.2 County employees who engage in any of the above-referenced activities shall not be entitled to any pay or fringe benefits during the period he/she is engaged in such activity.
- 26.3 On condition that the Union and/or bargaining unit employees do not violate the provisions of this Article, the Employer will not lockout employees.

## **ARTICLE 27 - ENTIRE AGREEMENT**

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

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 28 - TERM OF AGREEMENT AND TERMINATION**

- 28.1 The terms and conditions of this Agreement shall be effective as of the 1st day of January, 2025, except as otherwise provided in this Agreement and shall remain in full force and be effective until the 31st day of December, 2026.
- 28.2 The parties shall start negotiations in the fall of 2026, for a successor 2027 and perhaps beyond CBA. Negotiations shall be conducted on mutually acceptable dates.
- 28.3 If the parties have not reached agreement through normal negotiation proceedings, 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 the parties.
- 28.4 It is understood and agreed by and between the Union and the Employer that any and all expenditures brought about as a result of the terms and conditions of this Agreement must first meet the requirements and procedures of the laws of the State of Washington and federal laws. These expenditures must also be in compliance with any other contracts which may be the basis for expenditures under this Agreement, such as insurance contracts and policies and changes thereto by carriers. The Employer shall have the right to implement modifications in accordance with changes involving State laws, federal laws and other legal documents such as insurance contracts.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

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

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

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

\_\_\_\_\_  
Lisa Freund, Director of Public Services

\_\_\_\_\_  
Matt Pietrusiewicz, County Engineer

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

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

**FOR THE UNION:**

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

\_\_\_\_\_  
Shawn Davis, President  
AFSCME 2264

\_\_\_\_\_  
Josh Day, Vice President  
AFSCME 2264

\_\_\_\_\_  
Robert Hurst, Negotiating Member  
AFSCME 2264

*Attest:*

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

**Approved as to form:**

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

**EXHIBIT “A”**  
**YAKIMA COUNTY INDEPENDENT AFSCME 2264**  
**2025-2026 PAY PLAN STRUCTURE**

<b>Pay Plan Design:</b>	<ol style="list-style-type: none"> <li>1. The pay plan will maintain the 13 Step structure with Step 7 representing the pay plan midpoint.</li> <li>2. Effective January 1, 2025, the pay plan will be increased by 3% at the pay plan midpoint (Step 7).</li> <li>3. Effective January 1, 2026, the pay plan will be increased by 2% at the pay plan midpoint (Step 7).</li> <li>4. The pay plan structure will maintain the 2% spread calculation between each step.</li> </ol>
<b>Step Dates / Increments:</b>	<ol style="list-style-type: none"> <li>1. Steps will continue subject to budget accountability discussions in negotiations for successor CBAs.</li> <li>2. Employees will advance one step based on their Next Step Progression date subject to the provisions of this exhibit.</li> <li>3. Newly hired employees will have their Next Step Progression date set twelve (12) months from their hire date as shown below: <ol style="list-style-type: none"> <li>a. Employees hired between the 1st and the 15th of the month will have their Next Step Progression date set as the 1st of that month.</li> <li>b. Employees hired between the 16th and end of the month will have their Next Step Progression date set as the 16th of that month.</li> </ol> </li> <li>4. Employees will be eligible for a step increase based on their Next Step Progression Date <ol style="list-style-type: none"> <li>o Next Step Progression dates may be adjusted for periods of leave without pay unless protected by Federal or State law.</li> </ol> </li> <li>5. Employees who are promoted, advance by steps or are reclassified shall have their Next Step Progression date set 12 months from the date of promotion, step advancement, or reclassification.</li> <li>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: <ol style="list-style-type: none"> <li>a. July 25, 2025, if at top step on or before July 1, 2024.</li> <li>b. July 25, 2026, if at top step on or before July 1, 2025.</li> </ol> </li> </ol>

All calculations shall be determined by the Human Resources Department. Human Resources calculations and placements are final and binding on the parties and employees.

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

In 2025, the Large Task Force made up of management and union representatives will meet to update the parameters for the next in depth salary survey to include:

- Determining comparable agencies.
- Determining classification to include in the survey.

The survey will be conducted in 2026 with the results recommended to the Board of County Commissioners.

### **Market Premiums:**

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

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

**EXHIBIT “B”**  
**AFSCME Local 2264 Engineering Pay Plan**  
**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
ENG22	8 hr YR	50,394	51,402	52,430	53,478	54,548	55,639	56,752	57,887	59,045	60,225	61,430	62,659	63,912
	MO	4,199	4,283	4,369	4,457	4,546	4,637	4,729	4,824	4,920	5,019	5,119	5,222	5,326
	8 hr HR	24.23	24.71	25.21	25.71	26.23	26.75	27.28	27.83	28.39	28.95	29.53	30.12	30.73
ENG24	8 hr YR	60,041	61,242	62,466	63,716	64,990	66,290	67,616	68,968	70,347	71,754	73,189	74,653	76,146
	MO	5,003	5,103	5,206	5,310	5,416	5,524	5,635	5,747	5,862	5,980	6,099	6,221	6,346
	8 hr HR	28.87	29.44	30.03	30.63	31.25	31.87	32.51	33.16	33.82	34.50	35.19	35.89	36.61
ENG25	8 hr YR	65,915	67,234	68,578	69,950	71,349	72,776	74,231	75,716	77,230	78,775	80,350	81,957	83,597
	MO	5,493	5,603	5,715	5,829	5,946	6,065	6,186	6,310	6,436	6,565	6,696	6,830	6,966
	8 hr HR	31.69	32.32	32.97	33.63	34.30	34.99	35.69	36.40	37.13	37.87	38.63	39.40	40.19
ENG26	8 hr YR	67,893	69,251	70,636	72,048	73,489	74,959	76,458	77,987	79,547	81,138	82,761	84,416	86,104
	MO	5,658	5,771	5,886	6,004	6,124	6,247	6,372	6,499	6,629	6,762	6,897	7,035	7,175
	8 hr HR	32.64	33.29	33.96	34.64	35.33	36.04	36.76	37.49	38.24	39.01	39.79	40.58	41.40

ENG22     Engineering Technician I  
ENG24     Engineering Technician II  
ENG25     Engineering Technician III  
ENG26     Engineering Technician IV

**Exhibit B**  
**AFSCME Local 2264 Engineering Pay Plan**  
**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
ENG22	8 hr YR	51,402	52,430	53,478	54,548	55,639	56,752	57,887	59,045	60,225	61,430	62,659	63,912	65,190
	MO	4,283	4,369	4,457	4,546	4,637	4,729	4,824	4,920	5,019	5,119	5,222	5,326	5,432
	8 hr HR	24.71	25.21	25.71	26.23	26.75	27.28	27.83	28.39	28.95	29.53	30.12	30.73	31.34
ENG24	8 hr YR	61,242	62,466	63,716	64,990	66,290	67,616	68,968	70,347	71,754	73,189	74,653	76,146	77,669
	MO	5,103	5,206	5,310	5,416	5,524	5,635	5,747	5,862	5,980	6,099	6,221	6,346	6,472
	8 hr HR	29.44	30.03	30.63	31.25	31.87	32.51	33.16	33.82	34.50	35.19	35.89	36.61	37.34
ENG25	8 hr YR	67,234	68,578	69,950	71,349	72,776	74,231	75,716	77,230	78,775	80,350	81,957	83,597	85,268
	MO	5,603	5,715	5,829	5,946	6,065	6,186	6,310	6,436	6,565	6,696	6,830	6,966	7,106
	8 hr HR	32.32	32.97	33.63	34.30	34.99	35.69	36.40	37.13	37.87	38.63	39.40	40.19	40.99
ENG26	8 hr YR	69,251	70,636	72,048	73,489	74,959	76,458	77,987	79,547	81,138	82,761	84,416	86,104	87,826
	MO	5,771	5,886	6,004	6,124	6,247	6,372	6,499	6,629	6,762	6,897	7,035	7,175	7,319
	8 hr HR	33.29	33.96	34.64	35.33	36.04	36.76	37.49	38.24	39.01	39.79	40.58	41.40	42.22

ENG22      Engineering Technician I  
ENG24      Engineering Technician II  
ENG25      Engineering Technician III  
ENG26      Engineering Technician IV



**EXHIBIT "B"**  
**AFSCME Local 2264 General Union Pay Plan 2024**  
**Effective January 1, 2025**

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

Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
A12	8 hr YR	37,153	37,896	38,654	39,427	40,215	41,020	41,840	42,677	43,530	44,401	45,289	46,195	47,119
	8 hr MO	3,096	3,158	3,221	3,286	3,351	3,418	3,487	3,556	3,628	3,700	3,774	3,850	3,927
	HR	17.86	18.22	18.58	18.96	19.33	19.72	20.12	20.52	20.93	21.35	21.77	22.21	22.65
	7.5 hr MO	2,903	2,961	3,020	3,080	3,142	3,205	3,269	3,334	3,401	3,469	3,538	3,609	3,681
	7.5 hr YR	34,831	35,527	36,238	36,963	37,702	38,456	39,225	40,010	40,810	41,626	42,458	43,308	44,174
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
C42	8 hr YR	69,422	70,810	72,226	73,671	75,144	76,647	78,180	79,744	81,338	82,965	84,625	86,317	88,043
	8 hr MO	5,785	5,901	6,019	6,139	6,262	6,387	6,515	6,645	6,778	6,914	7,052	7,193	7,337
	HR	33.38	34.04	34.72	35.42	36.13	36.85	37.59	38.34	39.11	39.89	40.68	41.50	42.33
	7.5 hr MO	5,424	5,532	5,643	5,756	5,871	5,988	6,108	6,230	6,355	6,482	6,611	6,744	6,878
	7.5 hr YR	65,083	66,384	67,712	69,066	70,448	71,857	73,294	74,760	76,255	77,780	79,336	80,922	82,541

**EXHIBIT "B"**  
**AFSCME Local 2264 General Union 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
A12	8 hr YR	37,896	38,654	39,427	40,215	41,020	41,840	42,677	43,530	44,401	45,289	46,195	47,119	48,061
	8 hr MO	3,158	3,221	3,286	3,351	3,418	3,487	3,556	3,628	3,700	3,774	3,850	3,927	4,005
	HR	18.22	18.58	18.96	19.33	19.72	20.12	20.52	20.93	21.35	21.77	22.21	22.65	23.11
	7.5 hr MO	2,961	3,020	3,080	3,142	3,205	3,269	3,334	3,401	3,469	3,538	3,609	3,681	3,755
	7.5 hr YR	35,527	36,238	36,963	37,702	38,456	39,225	40,010	40,810	41,626	42,458	43,308	44,174	45,057
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
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	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
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	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
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	HR	34.04	34.72	35.42	36.13	36.85	37.59	38.34	39.11	39.89	40.68	41.50	42.33	43.18
	7.5 hr MO	5,532	5,643	5,756	5,871	5,988	6,108	6,230	6,355	6,482	6,611	6,744	6,878	7,016
	7.5 hr YR	66,384	67,712	69,066	70,448	71,857	73,294	74,760	76,255	77,780	79,336	80,922	82,541	84,191

## EXHIBIT “C”

### CLASSIFICATION AND COMPENSATION PROVISIONS

#### I. PURPOSE

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

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

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

#### II. COMPENSATION

##### A. STATEMENT OF POLICY

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

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

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

on labor market data and the County's economic position. The base salary pay plan structure shall reflect the relative internal value relationship of classes as established in the classification structure through the Decision Band Method (DBM) of job evaluation. The County remains committed to ensure that base salary ranges reflect the comparable labor market.

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

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

- 3.1. ***Benchmark Job Analysis:*** Benchmark classifications are those County jobs that are likely to have similar characteristics with other organizations and are used as standards against which the pay of other jobs can be compared. Benchmarks utilized for the Salary Survey will be selected using the following guidelines:
  - 3.1.1. Benchmarks should be selected from throughout the DBM structure such that all Bands, Grades, and Subgrades are represented.
  - 3.1.2. Benchmarks should include a minimum of three representative job classifications within each Band, Grade, and Subgrade.
  - 3.1.3. Benchmarks should be fairly accurate representations of all job classifications within each Band, Grade, and Subgrade.
  - 3.1.4. Benchmarks should be readily recognizable by survey participants and should be typical jobs that would exist in the organizations to be surveyed, and
- 3.2 Benchmarks should include job classifications that contain a number of employees.

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

Benton County  
Grant County  
Kitsap County  
Spokane County

Thurston County  
Whatcom County

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

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

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

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

- 5.1. Salary range shall consist of the following maximum number of steps for each pay plan:
  - General Pay Plan: 13 steps
  - Information Technology Pay Plan: 13 steps
  - Information Technology Management Pay Plan: 13 steps
  - Engineering Pay Plan: 13 steps
  - Engineering Management Pay Plan: 13 steps
  - Attorney Pay Plan: variable up to 11 steps
- 5.2. The Range for each Band, Grade, and Subgrade will be calculated by using the market midpoint associated growth for each pay grade and placement at Step 7 for all pay plans.
6. ***Pay Table Structure:*** The first data point will represent the Entry Salary; The thirteenth data point will represent the Maximum Salary. The range will be created using the Market midpoint rate at Step 7. All steps above and below Step 7 will be calculated by using 2% between each step to create the paygrade.
7. ***Establishment of Compensation:*** Compensation to employees includes consideration of the salary range structure as well as all other economic benefits received. The Board of County Commissioners, based on the County's economic position and the County's labor market, may choose to implement compensation increases to employees by way of salary increases and/or increases to economic benefits. At such times that the Board decides to grant employee salary increases, the Board may choose to:
  - 7.1 Provide Step Increases for those eligible to advance one step, if available. A step is "available" if the employee has not reached the maximum step allowed;
  - 7.2 Provide a Cost-of-Living Adjustment (COLA) using a designated index.
  - 7.3 Revise a Pay Range by applying all or part of a market adjustment identified by the Salary Survey Methodology to the Salary Range Structure and Pay Table Structure.
  - 7.4 Revise a Pay Range by applying all or part of a market adjustment AND approve the movement of employees up one increment in a Pay Range.
  - 7.5 Changes to the above established compensation recommendations require review and approval by the Board of County Commissioners.

## C. MAINTENANCE OF THE PAY PLANS

The Human Resources Department shall be responsible for the continuous maintenance and administration of the Yakima County Compensation Plans. This will include a periodic

review and analysis of rates of pay for similar positions in comparable labor markets, organizations, cost-of-living factors, budgetary considerations, and other related factors. On the basis of this information, the Director of Human Resources shall recommend to the Board of County Commissioners changes to keep the plan current, uniform and equitable. Such changes shall be approved by the Board of County Commissioners and shall then be included in the annual budget.

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

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

#### **A. PHILOSOPHY**

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

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

#### **B. RESPONSIBILITIES**

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

in scheduling any appeal of denied position reclassification requests with the Personnel Committee.

2. ***Department Head/Elected Officials:*** Class specifications will be reviewed by operating departments on an annual basis to ensure that they meet current needs. Department Heads and Elected Officials shall submit a written recommendation to the Human Resources Department when a new position is requested or the duties of a position are substantially changed, including justification for reclassification and emphasizing changes in position responsibilities, requirements or decision-making level.
3. ***Personnel Committee:*** The Personnel Committee reviews Classification and Compensation System policy administration issues, makes related recommendations to the Board of County Commissioners and serves as the reclassification appeal board.

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

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

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

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

## **C. BROAD CLASSES**

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

## **D. CLASS SPECIFICATIONS**

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



duties of the classification. Copies of class specifications are available in the Human Resources Department and on the County's website.

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

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

#### **IV. PROCEDURES**

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

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

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

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

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

## **C. RECLASSIFICATION**

The employee or Department Head may submit to the Human Resources Department a request for reclassification. As the first step in the review, the employee will be asked to complete and return a Position Description Questionnaire and participate in a desk audit to discuss the duties performed. Human Resources will conduct a position review according to the Decision Band Method. A report of recommendations shall be given to the Personnel Committee which may accept, modify, or reject the Human Resources Department recommendations. If the Personnel Committee determines after reviewing the Human Resources Department recommendations that no change is needed for the position, Human Resources will notify the department of the Personnel Committee decision. The Department Head/Elected Official may appeal the Personnel Committee decision or recommendation in person, before it is submitted to the Board of County Commissioners. Human Resources shall submit the Personnel Committee recommendation for consideration by the Board of County Commissioners.

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

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

## **D. RECLASSIFICATION PAY RATE**

1. An employee who is advanced to a higher pay grade through reclassification shall have their salary set in accordance with Article 14.2.3.
2. An employee in a position reclassified to a classification in the same pay range shall receive no increase in pay.
3. An employee in a position reclassified to a lower level shall be placed in compliance with Exhibit "C", paragraph IV. B.2.

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

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

1. The assumption and performance of the duties of the higher classification must encompass a range of responsibilities of the higher classification not included in the current classification.

2. The employee must meet the minimum education, experience and certification requirements of the higher classification.

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

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

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

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

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

## **F. REORGANIZATIONS**

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

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

The parties concur that the process used to arrive at the current placement of AFSCME Local 2264 employees in the pay plan does not constitute a precedent for future classification and compensation proceedings. This is in reference to the process referred to as “regrading”.

**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.

## EXHIBIT “E”

<b>Classification Specifications with Progression Designation</b>
Engineering Technician I to Engineering Technician II
Engineering Technician III to Engineering Technician IV
Mechanic I to Mechanic II
Road Maintenance Technician I to Road Maintenance Technician II
Utilities Maintenance Technician I to Utilities Maintenance Technician II
Utilities Maintenance Technician II to Utilities Maintenance Technician III

### Positions with Progression Designation

PCN	Current Position	Job Profile Eligible for Progression Designation
<b>Engineering Technicians</b>		
121-44	Engineering Technician II - Survey	Engineering Technician I to Engineering Technician II
121-49	Engineering Technician II - Survey	Engineering Technician I to Engineering Technician II
121-52	Engineering Technician II - Survey	Engineering Technician I to Engineering Technician II
121-179	Engineering Technician I - Survey	Engineering Technician I to Engineering Technician II
121-25	Engineering Technician III - Inspector	Engineering Technician III to Engineering Technician IV
121-28	Engineering Technician IV - Materials	Engineering Technician III to Engineering Technician IV
121-30	Engineering Technician III - Survey	Engineering Technician III to Engineering Technician IV
121-31	Engineering Technician IV - Inspector	Engineering Technician III to Engineering Technician IV
121-32	Engineering Technician III - Survey	Engineering Technician III to Engineering Technician IV
121-129	Engineering Technician IV - Inspector	Engineering Technician III to Engineering Technician IV
<b>Mechanics</b>		
595-03	Mechanic II	Mechanic I to Mechanic II
595-04	Mechanic II	Mechanic I to Mechanic II
595-06	Mechanic I	Mechanic I to Mechanic II
595-07	Mechanic II	Mechanic I to Mechanic II
595-09	Mechanic I	Mechanic I to Mechanic II
595-11	Mechanic II	Mechanic I to Mechanic II
595-12	Mechanic II	Mechanic I to Mechanic II
<b>Road Maintenance Technicians</b>		
121-81	Road Maintenance Technician I	Road Maintenance Technician I to Road Maintenance Technician II
121-82	Road Maintenance Technician I	Road Maintenance Technician I to Road Maintenance Technician II
121-83	Road Maintenance Technician II	Road Maintenance Technician I to Road Maintenance Technician II
121-84	Road Maintenance Technician II	Road Maintenance Technician I to Road Maintenance Technician II
121-85	Road Maintenance Technician II	Road Maintenance Technician I to Road Maintenance Technician II
121-86	Road Maintenance Technician I	Road Maintenance Technician I to Road Maintenance Technician II
121-87	Road Maintenance Technician II	Road Maintenance Technician I to Road Maintenance Technician II
121-88	Road Maintenance Technician II	Road Maintenance Technician I to Road Maintenance Technician II
121-89	Road Maintenance Technician II	Road Maintenance Technician I to Road Maintenance Technician II
121-90	Road Maintenance Technician II	Road Maintenance Technician I to Road Maintenance Technician II
121-91	Road Maintenance Technician I	Road Maintenance Technician I to Road Maintenance Technician II
121-92	Road Maintenance Technician I	Road Maintenance Technician I to Road Maintenance Technician II
121-93	Road Maintenance Technician I	Road Maintenance Technician I to Road Maintenance Technician II
121-94	Road Maintenance Technician II	Road Maintenance Technician I to Road Maintenance Technician II
121-95	Road Maintenance Technician I	Road Maintenance Technician I to Road Maintenance Technician II
121-97	Road Maintenance Technician I	Road Maintenance Technician I to Road Maintenance Technician II

Road Maintenance Technicians (Continued)		
121-101	Road Maintenance Technician I	Road Maintenance Technician I to Road Maintenance Technician II
121-102	Road Maintenance Technician II	Road Maintenance Technician I to Road Maintenance Technician II
121-105	Road Maintenance Technician I	Road Maintenance Technician I to Road Maintenance Technician II
121-106	Road Maintenance Technician I	Road Maintenance Technician I to Road Maintenance Technician II
121-107	Road Maintenance Technician I	Road Maintenance Technician I to Road Maintenance Technician II
121-108	Road Maintenance Technician II	Road Maintenance Technician I to Road Maintenance Technician II
121-109	Road Maintenance Technician II	Road Maintenance Technician I to Road Maintenance Technician II
121-110	Road Maintenance Technician II	Road Maintenance Technician I to Road Maintenance Technician II
121-111	Road Maintenance Technician II	Road Maintenance Technician I to Road Maintenance Technician II
121-114	Road Maintenance Technician II	Road Maintenance Technician I to Road Maintenance Technician II
121-115	Road Maintenance Technician II	Road Maintenance Technician I to Road Maintenance Technician II
121-117	Road Maintenance Technician I	Road Maintenance Technician I to Road Maintenance Technician II
121-118	Road Maintenance Technician I	Road Maintenance Technician I to Road Maintenance Technician II
121-119	Road Maintenance Technician II	Road Maintenance Technician I to Road Maintenance Technician II
121-120	Road Maintenance Technician II	Road Maintenance Technician I to Road Maintenance Technician II
121-122	Road Maintenance Technician I	Road Maintenance Technician I to Road Maintenance Technician II
121-124	Road Maintenance Technician II	Road Maintenance Technician I to Road Maintenance Technician II
121-125	Road Maintenance Technician II	Road Maintenance Technician I to Road Maintenance Technician II
121-126	Road Maintenance Technician I	Road Maintenance Technician I to Road Maintenance Technician II
121-127	Road Maintenance Technician I	Road Maintenance Technician I to Road Maintenance Technician II
Utilities Maintenance Technicians		
426-03	Utilities Maintenance Technician I	Utilities Maintenance Technician I to Utilities Maintenance Technician II to Utilities Maintenance Technician III
426-04	Utilities Maintenance Technician II	Utilities Maintenance Technician I to Utilities Maintenance Technician II to Utilities Maintenance Technician III
426-05	Utilities Maintenance Technician I	Utilities Maintenance Technician I to Utilities Maintenance Technician II to Utilities Maintenance Technician III
426-06	Utilities Maintenance Technician III	Utilities Maintenance Technician I to Utilities Maintenance Technician II to Utilities Maintenance Technician III