

LABOR AGREEMENT

By and Between

**BOARD OF COUNTY COMMISSIONERS OF YAKIMA
COUNTY, THE YAKIMA COUNTY SHERIFF**

and

**YAKIMA COUNTY SHERIFF'S OFFICE DISPATCHER'S
GUILD**

Representing Telecommunicators

Effective

January 1, 2025 through December 31, 2026

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.1 This Agreement is made and entered into by and between the BOARD of COUNTY COMMISSIONERS of YAKIMA COUNTY, WASHINGTON hereinafter referred to as the "County", the YAKIMA COUNTY SHERIFF, hereinafter referred to as the "Sheriff", both of whom are the "Employer", and Yakima County Sheriff's Office Dispatcher's Guild , hereinafter referred to as the "Guild," for the purpose of fixing the wages, hours and working conditions affecting the employees.
- 1.2 This Agreement also serves the purpose of increasing the general efficiency of the Sheriff's Office and maintaining harmonious relations between the County, its employees and the Guild. To accomplish the foregoing, the parties hereto agree to the following articles within this Agreement.

ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes the Guild as the sole and exclusive collective bargaining representative of all regular full-time and regular part-time Public Safety Telecommunicators of the Yakima County Sheriff's Department, excluding supervisors, confidential employees, nonuniformed personnel, other uniformed personnel, and all other employees.

ARTICLE 3 - GUILD SECURITY AND DUES CHECK-OFF

- 3.1 **Signed Guild Dues Deduction Authorization:** For those employees who choose to join the Guild, the Employer agrees to deduct once each pay period the appropriate Guild dues from the pay of the bargaining unit employee who provides written authorization to the Employer to do so. A signed payroll deduction authorization is necessary for this action. The signed payroll deduction authorization shall be submitted to the Employer's Human Resources Department. The deduction will begin in the payroll period after the authorization is received or as soon as administratively possible.
- 3.2 **Amounts Deducted:** The amounts deducted shall be certified to the Employer by the Guild, and the aggregate deduction shall be remitted to the Guild together with monthly reports. If an employee terminates employment, dues will be deducted for the month of termination and appropriately accounted for in accordance with the dues authorization and any applicable Guild 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 Guild dues and fees to the Guild until such time as the Guild notifies the Employer that the payroll deduction authorization has been properly terminated in compliance with the terms of the authorization for payroll deduction executed by the employee. The Employer is not a party to the authorization for payroll deduction as that is between the employee and the Guild.
- 3.3 **Monthly Reports:** Employer will provide the Guild with monthly electronic reports of dues activity and payments. Reports and payments received during current month represent activities from previous months.

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

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

3.5 **New Employee Orientations:** The County will provide the Guild reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation shall occur during the new employee orientation provided by the County, or at another time, if mutually agreed to by the County and Guild. No employee may be mandated to attend the meetings or presentations by the Guild. “Reasonable access” for the purposes of this section means: (a) The access to the new employee occurs within ninety (90) days of the employee’s start date within the bargaining unit; (b) The access is for no less than thirty (30) minutes; and (c) The access occurs during the new employee’s regular work hours at the employee’s regular worksite, or at another County location, mutually agreed to by the County and Guild.

The Employer shall provide the Guild with an annual schedule of the New Employee Orientation dates. The schedule will be provided on or before January of each year. Subsequent schedule changes will be provided in writing as soon as reasonably possible.

- A. The Human Resources Department will maintain a list of the new employees scheduled to attend each month’s orientation.
- B. The Guild is invited to contact the Human Resources Department by calling (509) 574-2210 or email: Human.Resources@co.yakima.wa.us at any time during the month to obtain information about their respective new employee’s schedule to attend orientation.
- C. The Employer will provide Guild with half an hour (1/2 hour) time frame at the beginning of the New Employee Orientation to talk with new employees within their respective bargaining unit. The half an hour (1/2 hour) timeframe generally begins between 8:00 a.m. – 8:30 a.m.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 The Guild recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. Affairs of the Employer concerning such prerogatives include, but are not limited to, the following matters:

- A. The right to establish lawful work rules and procedures.
- B. The right to schedule work and overtime work, and the methods and processes by which said work is to be performed, consistent with the Employer's obligations to the public.

- C. The right to hire, transfer, suspend, discharge, lay off, recall, promote, or discipline employees as deemed necessary by the Employer as provided by this Agreement and/or as provided by the General Rules and Regulations of the Yakima County Civil Service Commission.
- D. The right to determine the size and composition of the work force and to assign employees to work locations and shifts.
- E. The right to determine what law enforcement duties shall be performed by various Sheriff Personnel.
- F. The parties understand that incidental duties connected with operations, not enumerated in job descriptions, and shall nevertheless be performed by the employee when requested by a superior officer.
- G. The right to take actions as may be necessary to carry out Employer's services in emergencies.
- H. The right to take actions necessary to comply with the Americans with Disabilities Act.

4.2 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the elected officials, in this case the Board of Yakima County Commissioners and the Sheriff of Yakima County, and the rights and obligations owed thereby to the electorate.

4.3 Past Practices: If the Employer desires to change a past practice, it shall provide the Guild with written notice and opportunity to discuss the proposed change. The notice and opportunity to discuss shall not impede or affect the Employer's right to change past practice. The Guild may grieve the reasonableness of the change to past practice, but the final step of the grievance procedure (binding arbitration) shall be advisory only and not binding on the parties.

4.4 Software Implementation: The Guild Representative(s)/Attorney(s) and the bargaining unit employees agree to fully cooperate with the Employer's implementation of any and all software implementation and changes necessary to carry out departmental and County functions and responsibilities, subject to the demand to bargain process. If a change is to be implemented, the County will provide the Guild a two-week notice prior to implementation.

ARTICLE 5 - GUILD RIGHTS

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

5.2 The Guild will have the right to establish representative(s) within the Bargaining Unit. The Guild will advise the Employer of the identity of the aforementioned representative(s) on an

annual basis. Said representative(s) shall have the right to a reasonable amount of time to investigate membership concerns with respect to the Agreement during regularly scheduled work hours without loss of pay during such time, provided that such investigation will not interfere with the necessary operation of the Office. If the representative(s) works a different schedule of work hours than the member involved, the representative(s) shall have the right to flex up to two (2) hours of work time during a work week for said investigation.

5.3 The membership of the Guild shall not waive nor shall they feel compelled to waive any and all of their rights under this Agreement, State Law or Federal Law.

ARTICLE 6 - DEFINITIONS OF EMPLOYEES

6.1 Regular Full-time Employee: A regular employee is a full-time public safety telecommunicator who has been approved by the Civil Service Commission, has served their probationary period and is employed on a regular basis. Such employee shall be paid the wage rate and provided the benefits as set forth in the terms and conditions of this collective bargaining agreement.

6.2 Probationary Employee: A probationary employee shall be defined as a new hire who has not completed twelve (12) calendar months of service with the Employer since the first day of employment. A probationary employee shall work under the provisions of this Agreement but shall be only on a trial basis, during which period they may be discharged without any recourse.

6.3 Regular Part-time Employee: A regular part-time employee is one who has been approved as such by the Civil Service Commission, has served their probationary period, who may work less than forty (40) hours per week, and will be paid not less than the wage rate as set forth in this contract for the type of work performed. A regular part-time employee is entitled to receive pro-rated benefits and other conditions as set forth in this Agreement.

6.4 Extra Help: Employees who work for a period of fewer than five (5) months during a calendar year, fewer than 650 hours per calendar year intermittently, or in a temporary assignment up to a year in projects with an end in sight, during the absence of a regular employee or employment necessitated by work-load peaks. This category is inclusive of student, casual, and seasonal employees. Extra Help employees are not in the bargaining unit and are not covered by this Agreement. Extra Help employees are covered by the County Extra Help Policy.

ARTICLE 7 - SENIORITY, LAYOFF, AND RECALL

7.1 Seniority

A. “Bargaining Unit Seniority” according to this Agreement shall consist of the continuous service of an employee since the last date of hire with the County in a Yakima County public safety telecommunicator position.

B. For purposes of PTO leave accrual, seniority is determined by an employee's continuous service as an employee of Yakima County.

7.2 The County will provide the Guild with copies of the Bargaining Unit Seniority list on July 1 of each year or at other mutually agreed-upon dates.

7.3 Employees shall lose all seniority in the event of voluntary termination, lay-off beyond the recall period, and/or discharge. 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 not accrue seniority for periods of unpaid leaves of absence, layoff, or disciplinary suspension that exceed half of the employee's scheduled work hours during a pay period; however, employees in such categories shall not lose seniority accrued prior to the commencement of the unpaid status.

7.4 Ties in bargaining unit seniority shall be broken by scores on the entrance examination. If a tie remains, the tie shall be broken by lot in a manner mutually agreeable to the parties.

7.5 When reducing the work force, the Sheriff will lay off within the affected classification the employees in the reverse order of their Bargaining Unit Seniority, provided that the remaining employees can perform the work needed in a satisfactory manner.

7.6 The Employer shall provide each laid off employee with thirty (30) calendar days' notice of any anticipated layoff or recall except in the event of an emergency, and at the same time send a copy of the notice to the Guild.

7.7 Employees laid off will be eligible for reinstatement for a period of one (1) year. In the event of a vacancy in the affected classification, an employee who has been laid off will have the first opportunity to fill said vacancy or vacancies in the order of his/her Bargaining Unit Seniority in that position, provided the employee can perform the work needed in a satisfactory manner and provided the layoff period does not exceed one (1) year and that the employee keeps the Employer advised of his/her current address. An offer of re-employment shall be in writing and sent by registered or certified mail, return receipt requested, to the employee. The employee shall be presumed to have received notice within three (3) days after the Employer mailed said notice. An employee so notified must indicate his/her acceptance of said re-employment within ten (10) days of receipt of notice and shall be back on the job within twenty (20) days of acceptance of said offer or forfeit all call-back rights under this Article. In addition, any employee who has been laid off shall be given first opportunity to qualify through whatever testing required for any vacant position within the bargaining unit, regardless of the existence of a current hire list. If a layoff occurs in a supervisory position, the employee subject to the layoff shall be allowed to move into any available vacant position within the supervised classification.

7.8 Employees on leave are subject to layoff procedures.

ARTICLE 8 - PROMOTION - DEMOTION - POSTING - TRIAL PERIOD - TRANSFER

8.1 The Employer will comply with the provisions of the Civil Service Rules and Regulations for Yakima County.

- 8.2 Notices of opening(s) in positions covered by this Agreement shall be posted at appropriate Employer locations and a copy sent to the Guild. The notices will contain a description of the job, the qualifications, wage rates, and hours of work.
- 8.3 Bargaining unit employees will apply through the County's recruitment and application system and the opening(s) will remain posted for a period of not less than ten (10) calendar days. Employees wishing to make application for the initial testing must do so within such period.
- 8.4 Whenever practicable, transfers shall be preceded by a fourteen (14) calendar day notice to the affected employee.
- 8.5 Existing Employees: Existing Sheriff's Office employees who change positions must satisfactorily complete the one (1)-year civil service trial period. The Employer is vested with the sole authority to determine satisfactory completion of the civil service trial period.
- 8.6 The Employer will conduct written employee performance evaluations during this work performance period.
- 8.7 In the future, any employee, regular or probationary, who is promoted to a position in a class with a higher pay range, shall have the salary established at a step that provides a minimum of five percent (5%) per pay grade increase with a maximum of 15% or Step 1 of the new pay grade if the new salary is more than a 15% increase.
- 8.8 The parties agree that the unfilled Lead Law Enforcement Dispatcher position shall be converted to a Law Enforcement Dispatcher position and that upon the retirement of the incumbent in the filled Lead Law Enforcement Dispatcher position, the position shall be reduced to a Law Enforcement Dispatcher position.

ARTICLE 9 - EXTENDED SICK LEAVE (ESL)/LEAVES OF ABSENCE

- 9.1 Extended Sick Leave (ESL) –Program shall be administered as follows:
 - A. ESL is earned by regular full-time employees of Yakima County at the rate of four (4) hours for each month of completed service. Regular part-time employees earn ESL on a pro-rated basis according to the hours budgeted for the position. ESL accruals are split on a semi-monthly basis. ESL leave accrual does not occur in any month in which the employee is in leave without pay status for more than fifty percent (50%) of their regularly scheduled work hours.

Example: Monthly ESL accrual = 4 hours

First pay cycle: 2 hours (earned at end of pay cycle = 15th of the month)

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

Employees on an unpaid leave of absence and whose leave is covered under FMLA or Workers Compensation will continue to accrue ESL leave and their ESL accruals will not be adjusted. Employees on an unpaid leave of absence and not on a leave covered

by FMLA or Workers Compensation will not accrue ESL leave if the employee is in leave without pay status and the leave without pay status exceeds fifty percent (50%) of their regularly scheduled hours for the pay period.

- B. An employee is eligible to use available ESL when the employee has:
 - an extended illness or injury lasting more than 10 consecutive work days or 80 hours (cannot be used for intermittent absences);
 - A qualified family member with an extended illness or injury lasting more than 10 consecutive work days (cannot be used for intermittent absences);
 - served thirty (30) consecutive days of employment; and
 - used 5 work days or 40 hours of PTO, SL, CT or LWOP.
- C. Upon separation from employment with Yakima County, any unused ESL is forfeited without payment.
- D. All re-employed persons, whose continuous service has been interrupted by termination, shall be considered new employees and shall be subject to the applicable qualifying period of employment. Exception: Employees rehired within the layoff period after a reduction in force will have their accumulated ESL bank hours restored.
- E. **ACCUMULATION OF LEAVE.** ESL is cumulative to a maximum of thirty (30) working days (240 hours), after which time no additional leave may be earned until the leave balance is reduced through use of leave hours. An employee cannot have more than 240 hours of ESL credit in the bank at any time. The maximum ESL balance shall be pro-rated for employees who regularly work less than forty (40) hours per week.
- F. **COMPUTATION OF PAYMENT.** ESL shall be charged at a rate equal to the time absent from the normally assigned shift.
- G. **USE.** ESL may be taken under the following conditions:
 - 1) With the approval of the Department Head/Elected Official, an eligible employee may take all or any portion of the employee's available ESL. Employees are not permitted to use ESL in excess of their available balance.
 - 2) ESL may only be used for the employee's own illness or injury or for the following family members: spouse, 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.

- 9.2 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.
- 9.3 The Employer reserves the right to change provisions of this Article to assure compliance with the Federal and state leave laws and will give two weeks notice, when practicable, to the Guild if such changes are anticipated.

ARTICLE 10 – PREGNANCY LEAVE/BEREAVEMENT LEAVE

- 10.1 Leaves of absence resulting from childbirth or temporary disability due to pregnancy shall be authorized in accordance with the Yakima County Pregnancy Leave Policy.
- 10.2 **Bereavement Leave.** Bereavement leave with pay, using current PTO accruals, is allowed for an employee to attend and/or make arrangements for a funeral for a death in the employee's immediate family. The County will equally match up to two days of an employee's leave (e.g. if an employee uses two days of leave, the County will provide two days of leave for a total of four days). This shall not overwrite the requirement that occurrences be no more than three days for in-state leave needs. Immediate family for purposes of this section includes only persons related by blood or marriage or legal adoption, specifically and limited to wife, husband, (including state registered domestic partner per statute), 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. No more than three (3) days bereavement leave is allowed per occurrence and is not cumulative. In the event the employee needs to travel out of state to attend a funeral, bereavement leave shall be allowed up to five (5) days.

ARTICLE 11 - MILITARY LEAVE

- 11.1 In the case of military leave, the County abides by the provision of the laws of the United States (USERRA) and the State of Washington (RCW 38.40.060); employees who are members of the National Guard or Federal Military Reserve Units are entitled to be absent from their duties for up to twenty-one (21) calendar days with pay during each year beginning October 1 through September 30, while engaged in the performance of ordered military duty. Such military leave shall be in addition to any PTO or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges or pay. Employees participating in training shall provide the Employer with their annual training schedule in the month of January or as soon as the information is available.

ARTICLE 12 - LEAVES OF ABSENCE

- 12.1 A leave of absence is an approved absence, excluding medical leave of absence, from employment without pay and without loss of bargaining unit seniority. The Employer may grant a leave of absence for a period of up to six (6) consecutive calendar months. This period may be extended by the Civil Service Commission with recommendation of the Sheriff. Approval for such leave shall be in writing with a copy to the Guild. One (1)

employee who is a designated delegate for the Guild shall be granted unpaid time off up to seven (7) calendar days once every five (5) years to attend the International Conference. The employee may elect, but shall not be required to use PTO time for this purpose. The Guild shall notify the Employer of the conference dates prior to the bargaining unit shift bidding process and the Employer shall have the right to black out that period for vacation bidding by others.

ARTICLE 13 - COMPENSATION FOR WITNESS OR JURY DUTY

- 13.1 When a regular employee covered by this Agreement is summoned for Jury Duty or subpoenaed as a witness by the Employer, they shall advise his/her supervisor upon receipt of such call, and if taken from his/her work for such service, shall receive normal pay while actually performing such service. The employee will sign over to the Employer their jury duty pay excluding those monies for travel and meal allowances.
- 13.2 Employees required to report for jury duty shall have a starting time of 9:00 a.m. unless otherwise notified by the Court Administrator. An employee subpoenaed as a witness for the Employer or summoned for jury duty and subsequently excused for the balance of that day, shall report as soon as possible to their supervisor for the purpose of working the balance of that shift.

ARTICLE 14 –PAID TIME OFF (PTO) LEAVE

- 14.1 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 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 = 15th of the month)

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

- 14.2 Accrual: Employees earn a PTO leave on a prorated basis on their date of hire following the chart in 14.3. Terminating employees earn PTO leave on a prorated basis based on their date of termination.

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.

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 accrual dates nor accruals will be adjusted. Employees on unpaid leave of absence and not on a leave covered by FMLA or Workers Compensation will not accrue PTO leave and their accrual dates will be adjusted if the employee is in a leave without pay status and the leave without pay status exceeds fifty percent (50%) of their regularly scheduled hours for the pay period.

14.3 All regular full-time employees shall accrue PTO leave based upon the following schedule. Regular part-time employees shall accrue PTO leave on a pro-rated basis according to the employee's assigned hours/budgeted FTE:

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

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

- A. All accumulated PTO leave is paid when an employee leaves employment of Yakima County for any reason, provided the employee has served six (6) months of employment and adequate notice has been given. In case of death, all accumulated PTO leave is paid to the estate of the employee. All payments as terminal leave for the unused PTO leave are based on the employee's salary at the time of separation or death. 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.

14.5 PTO leave must be taken at such time as the employee can best be spared, but employees will be allowed to take leave, if at all possible, when desired. Therefore, it will be necessary to schedule PTO as early as possible and have dates approved by the Sheriff or his/her designee.

- A. The Employer will post a vacation schedule by November 1st of each year in the department and the schedule will remain posted for 14 days. Employees will, during the period of posting, request their desired vacation time. A minimum of two employees, who must be on different shifts, will be allowed to bid for overlapping annual leave. Additional overlapping annual leave bids will be allowed by decision of the Sheriff or their designee.
- B. If there are conflicts in requests, the affected employees within the classification, on a Bargaining Unit Seniority basis, will be asked to select an alternate choice within 3 days to be able to bump another employee's vacation bid, otherwise, seven (7) days shall be allowed to select an alternate vacation schedule.
- C. In order to allow as many employees as possible to utilize accrued PTO hours, PTO leave requests during the first round of bidding will be limited to periods of up to

eighty (80) hours. During second and subsequent rounds of bidding, the employee will be limited to period of forty (40) hours.

- D. Employees can only bid for vacation periods for which they have sufficient PTO accruals at the time of the requested vacation.
- E. Employees who are transferred involuntarily, who have already had their vacation period approved will be allowed to retain that scheduled vacation regardless of their classification seniority within the new shift, squad or unit to which they are transferred. Employees who transfer voluntarily may risk losing their vacation time if the time conflicts with other members of the shift, squad or unit regardless of classification seniority.
- F. No PTO time will be deducted from that accrued to the employee unless they actually used that PTO time or agreed to deduction of PTO time in lieu of other discipline.
- G. PTO leave use will be approved when conditions of the Federal Family and Medical Leave Act, are met and the employee is not on concurrent Paid Family Medical Leave.

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

The recipient employee must:

- A. Have an extraordinary or serious illness or injury; or
- B. Have a parent, spouse, state registered domestic partner, or child who has an extraordinary or serious illness or injury which requires the employee's attendance or direct care; and
- C. Have depleted or shortly will deplete all leave reserves (PTO leave, sick leave or compensatory time); and
- D. Have diligently attempted to accrue PTO leave; and
- E. Not be eligible for industrial insurance benefits; and
- F. Notify the Employer if the employee is receiving short term or long-term disability benefits.

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 transferred amount that would result in his/her leave balance falling below ten (10) days. This provision shall be administered by the Human Resources Department.

ARTICLE 15 – HOLIDAYS

15.1 The following days shall be recognized and observed as legal paid holidays by regular employees:

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

15.2 For employees who work a non-rotating standard Monday through Friday schedule, whenever a legal holiday falls on a Saturday, the preceding Friday shall be the legal holiday; whenever any legal holiday falls on a Sunday, the following Monday shall be the legal holiday.

15.3 Any employee who is on scheduled and approved PTO when a holiday occurs shall not have his/her PTO accrual charged for that day.

15.4 Any employee who is on authorized sick leave when a holiday occurs will receive a day's pay for that holiday and will not have his/her sick leave accrual charged.

A. Dispatch employee(s) who are on authorized sick leave or PTO when a holiday occurs, will receive sick leave or PTO leave for that holiday and will receive the appropriate holiday compensation.

15.5 If a holiday occurs on an employee's scheduled day off, he/she shall be given an alternate day off at the employee's discretion, upon supervisor's approval. Time off allowed under this section must be taken as an earned holiday and may not be received as compensatory time or overtime pay during the term of employment.

15.6 An employee who is on leave of absence without pay (LWOP) the work day prior to or following a holiday shall not receive holiday pay.

15.7 All personnel required to work the holidays shall receive their normal monthly salary plus holiday pay or compensatory time, at the employee's discretion, at the rate of one and one-half (1-1/2) times for each hour of the normal shift worked. This section applies to only one (1) shift per recognized holiday. That shift will be the shift starting during the actual hours of the holiday. Hours worked in addition to the shift shall be applied to the employee's overtime/compensatory time record.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

16.1 The work week shall consist of forty (40) hours of work. The hours of work within a work week may be five (5) consecutive eight (8) hours days, followed by two (2) consecutive days off, or four (4) consecutive ten (10) hour days followed by three (3) consecutive days off or a combination of eight (8) hour and twelve (12) hour days for a forty (40) hour work week followed by three (3) consecutive days off, or a combination of forty-four (44) and thirty-six (36) hour work weeks in a two (2) week period with intermittent two (2) or three (3) consecutive day off periods, except during normal shift rotation and bona fide emergencies. The Sheriff shall provide, if possible, ten (10) consecutive hours off between shifts.

A. Each work shift shall include eight (8), ten (10), or twelve (12) hours of work that does not exceed forty-four (44) hours in a seven (7) day work period. A work shift shall include a thirty (30) minute meal period which shall be scheduled as near the middle of the work shift as practical. Employees shall be subject to respond to non-scheduled work which may arise during the meal period. Meal periods altered or missed shall not be recoverable as overtime.

16.2 **Rest Breaks:** Rest Breaks shall consist of two (2) fifteen (15) minute periods, one (1) during the first (1st) half (1/2) of the shift, the second (2nd) during the second (2nd) half (1/2) of an eight (8), ten (10), or twelve (12) hour shift. In a bona fide emergency, rest breaks may be altered or missed and shall not be recoverable as overtime. Additionally for each two (2) completed hours of work, the employee shall be granted an additional fifteen (15) minute rest period.

16.3 **Work Shifts and Schedules:** Work shifts and schedules shall uniformly rotate every three (3) consecutive months or at other intervals as may be mutually agreed to between the Sheriff and the Guild.

16.4 The shift schedule shall be determined by the Employer. The Employer shall give at least seven (7) calendar days' notice, except in a bona fide emergency, prior to changing the employee's assigned shift. Said notice shall be posted on the department bulletin board showing the employee's shift, work days, and hours. Changes to shift schedules will be left on the affected employee's e-mail and an attempt made to contact the individual(s) advising them of the change.

A. Established shift schedules shall have a consistent start and end time for regular hours worked established by the yearly schedule.

16.5 Employees may change shifts when unforeseen circumstances arise provided, they first request and receive approval from the Sheriff or his/her designee. Such exchange of shifts shall not by itself constitute a basis for entitlement to overtime compensation.

16.6 In the event of a bona fide emergency, the Sheriff may alter the assigned work shifts by giving as prompt as possible notification to the affected employees. Said employees shall not receive overtime for working said rescheduled work shift. The Sheriff shall not reschedule assigned work shifts for the purpose of avoiding payment of overtime.

16.7 Overtime: All work performed in excess of forty (40) hours per week shall be compensated for at one and one-half (1-1/2) times the employee's regular straight time hourly rate. For the purposes of overtime threshold, work performed shall also include PTO, holiday leave and compensatory time, but not WPSL. The employee may, at his/her option, be granted equivalent time off on the basis of one and one-half (1-1/2) hours compensatory time for each one (1) hour of overtime worked. An employee may carry up to one hundred twenty (120) hours of compensatory time from one (1) calendar semester to the next. All compensatory time in excess of one hundred twenty (120) hours shall be either paid for or used prior to the end of June 30 and December 31 of each calendar year.

16.8 All overtime shall be paid for in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes. There shall be no pyramiding of overtime.

16.9 Callout: An employee who is required to come into work prior to their scheduled shift or return to work after having completed his/her regular shift, and having left the premises, shall be paid for a minimum of four (4) hours premium pay (straight time at their current rate). Only time actually worked shall apply for overtime purposes.

16.10 Out of Classification Work: Any employee who is specifically assigned in writing to work in a higher wage rated classification than that in which he/she is employed, shall receive compensation at a standard flat rate of seven and one-half percent (7.5%). When assigned to work in a higher classification, the employee shall be compensated at the higher rate after four (4) hours of work, compensation shall be made on an hour-for-hour basis.

- A. When an employee is assigned to work in a job classification that is two (2) classifications higher than their own for four (4) hours or more, the employee shall be paid at a standard fifteen percent (15.0%) flat rate.
- B. When an employee is assigned to work in a job classification that is three (3) classifications higher than their own for four (4) hours or more, the employee shall be paid at a standard twenty percent (20.0%) flat rate cap.
- C. No employee can be paid more than the twenty percent (20.0%) flat rate cap for any reason.

16.11 Court Time: Any employee who is required to appear and/or testify in court on his/her own time or time other than his/her regular duty hours shall be paid for a minimum of two (2)

hours at one and one half (1.5) times the employee's regular hourly rate. Nothing in this section is construed to mean time spent in personal suits, either civil or criminal, not a result of circumstances which occurred in the line of duty, nor for court action for which he/she is otherwise compensated. Only time actually worked shall apply for overtime purposes.

- 16.12 Voluntary Overtime: The Sheriff will notify eligible employees of anticipated available overtime. Assignment of such overtime will then be made by the Sheriff or his/her designee on a rotational basis. Employees may request in writing that their name not be included on the voluntary overtime list.
- 16.13 The employee shall be paid compensation as a result of the employee's approved travel time to and from any assigned school out of Yakima County, and such travel time shall be used as hours worked to calculate overtime. The Sheriff will endeavor to schedule mandatory training for employees within their normal shift assignments, and with seven (7) days' notice unless waived by the employee.
- 16.14 The term "bona fide emergency" includes a life-threatening situation; civil disorder; natural disaster; sudden unexpected happening; unforeseen occurrence or condition; complication of circumstances; sudden or unexpected occasion for action; or pressing necessity and must be declared/approved by the Sheriff or his/her designee.

ARTICLE 17 - DISCIPLINE

- 17.1 The Sheriff or the Sheriff's designee may discipline an employee only for just cause inclusive of such events as may be deemed to be just cause as set forth in the Rules and Regulations of the Yakima County Civil Service Commission but not necessarily limited thereto. Discipline shall be carried out in a manner which is least likely to embarrass the employee before other employees or the public. Discipline shall be kept confidential to the extent possible, except where release of the disciplinary information is required by law.
- 17.2 Disciplinary action or measure shall include only the following:
 - A. Verbal reprimand,
 - B. Written reprimand,
 - C. Suspension without pay,
 - D. Demotion,
 - E. Discharge.

In the event of a suspension, the Sheriff may substitute annual leave hours or earned compensatory time in lieu of actual time off without pay subject to mutual agreement of the parties. For any misconduct(s) or violation(s) the Sheriff has the right to implement a disciplinary transfer of an employee for just cause if the Sheriff determines such action to be appropriate

- 17.3 The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance and to

allow the Employer to document prior disciplinary matters. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, severity of offense and prior record of discipline. The order in which these criteria appear are not indicative of their priority. All previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action.

- 17.4 Notwithstanding subsection 17.3 above, the Sheriff may immediately suspend or discharge an employee for a serious event which presents just cause for discipline inclusive of such events as may be deemed to be just cause by the Yakima County Civil Service Commission Rules and Regulations or as amended subject to the provisions contained in Article 18 below.
- 17.5 Notice of disciplinary action shall be provided to the employee and Guild no later than thirty (30) calendar days from the conclusion of the investigatory proceedings regarding the improper work, incident, or conduct by the employee.
- 17.6 Disciplinary action may be reviewed pursuant to Article 18 of this Agreement.
- 17.7 Written reprimands (excluding suspensions or demotions) shall be automatically expunged from the employee's personnel file eighteen (18) months from the date of issuance and no longer be considered in evaluating future discipline if no other written reprimands on the same subject matter have been issued during that time.

ARTICLE 18 - DISCIPLINARY PROCEDURES

- 18.1 An immediate supervisor may verbally reprimand an employee. The immediate supervisor may make a notation in the supervisor's notebook regarding the verbal reprimand. Written reprimands may be issued by supervisors (lieutenants and higher) subject to the Sheriff's approval. Copies of written reprimands, suspensions, demotions or discharge notices shall be sent to the Guild at the time said notices are given to an employee.
 - A. Any discussion regarding disciplinary action between a supervisor and employee shall be done during the employee's normal work hours unless the exigency of the circumstances dictate otherwise.
 - B. Employees will not be required to unwillingly submit to a polygraph test; provided, however, this provision does not apply to the initial application for employment.
- 18.2 If disciplinary action taken could result in suspension without pay, demotion or discharge, the employee shall be advised of the facts and circumstances supporting this potential disciplinary action and be provided an opportunity to explain the employee's position prior to disciplinary action being taken. If the employee requests an opportunity to confer with a Guild representative prior to responding, said employee will be provided a reasonable time not to exceed three (3) working days for such response. If the Sheriff determines that circumstances exist requiring immediate action, the Sheriff shall have the right and authority to immediately suspend the employee without pay pending the investigation and pending the employee being given an opportunity to respond to charges in accordance with the provisions

above. If the employee fails to respond to the charges within the time period referenced above, the Sheriff is free to implement the disciplinary action he/she feels is appropriate under the circumstances.

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

18.3 An employee shall have the right to have a disciplinary action against him/her reviewed for just cause and severity of discipline through either of the following procedures. At the employee's option, an appeal can be made through the grievance procedure as outlined in Article 19, or through the Yakima County Civil Service Commission. The employee's decision of appeals procedure shall be final and binding on all parties. The employee must exercise his/her option within ten (10) calendar days of the disciplinary action; otherwise, the appeal shall be null and void and the disciplinary action shall remain as taken. The employee must choose one procedure or the other; said employee cannot exercise an appeal under both procedures.

18.4 Should any employee choose to file a written demand for an investigatory hearing regarding the disciplinary action through the Yakima County Civil Service Commission, the matter shall be handled in accordance with applicable procedures as contained in the Rules and Regulations of the Yakima County Civil Service Commission.

18.5 The investigation of any potential disciplinary action shall be completed within sixty (60) days of first notice to the employee's superiors. However, the sixty (60) day period shall be extended by additional thirty (30) day periods if the Sheriff provides written notice to the employee of the extension prior to the expiration of the sixty (60) day period, and then again prior to the expiration of the thirty (30) day extension periods. The notice must explain the reasons for the extension. Expiration of the (30) day period without notice of extension shall constitute a final resolution of the disciplinary action in favor of the employee. Employees will be shown the file and provided an opportunity to offer any information at the completion of the internal investigation and before the file is submitted to the Division Chief or the Sheriff for their determination.

18.6 Should any employee choose to grieve a disciplinary action through the provisions of the grievance procedure, the matter shall be handled in accordance with Article 19.

18.7 The provisions of Articles 17 and 18 do not apply to probationary employees. Said employees may be discharged without cause and without any recourse.

18.8 Loudermill Meeting: In the event that a misconduct or violation may warrant a written reprimand, suspension without pay, demotion or discharge, the employee, with guild representation, if they choose, shall, before the disciplinary action is finalized, have the opportunity to discuss the matter with the Division Chief and Sheriff and be informed in writing of the facts and nature of the charges and the intended discipline and the investigatory file. The employee shall be given an opportunity to respond to the charges, including, if

requested, a reasonable time (not to exceed five (5) days) to consult a Guild representative or counsel. The Sheriff or his designee will make a reasonable effort to schedule the Loudermill meeting within fifteen (15) days of completion of the investigation. Any pre-disciplinary meeting shall be recorded. Following a consideration of any additional information provided by the impacted employee, or if the employee fails to avail themselves of a reasonable opportunity for a Loudermill meeting, the Sheriff may proceed based on the information available without further employee input, and the final determination will be made. The employee and the guild will be notified in writing of the final determination and provided with a copy of any additional documents generated through the Loudermill meeting process.

18.9 Within 15 days of the completion of the Loudermill meeting, the employer shall furnish the employee with a written decision regarding any disciplinary action. However, if further investigation is necessary as a result of matters raised during the Loudermill meeting, the Sheriff or his designee shall have an additional fifteen (15) days from the conclusion of the investigation to issue a final written decision. The employer shall furnish the Guild president and the Guild Attorney with a copy of all final disciplinary actions within three days after such action is taken. The employer shall, on request, provide the factual and procedural basis for such action to the Guild. The Guild will not distribute such information beyond the Guild board of directors without the affected employee's consent.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.1 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement.

19.2 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless waived or extended by mutual agreement of the parties to the grievance.

19.3 Grievance Filed on Behalf of Employee: If any party fails to file a grievance, other than for disciplinary actions, within thirty (30) calendar days of its occurrence, then said grievance shall be forever waived and shall be null and void. If a matter involves disciplinary action, then any party must file either a written demand for an investigatory hearing before the Civil Service Commission, or a grievance within fourteen (14) calendar days from the date of such disciplinary action, otherwise said appeal or grievance is forever waived and shall be null and void. Failure to pursue a grievance to the next step renders final and conclusive the last determination and response.

19.4 A grievance may be verbally presented by the aggrieved employee to the employee's immediate supervisor outside of the Guild. The employee shall have the option of being accompanied by his/her Guild representative, or a representative of his/her own choosing, if he/she feels that it is necessary. The immediate supervisor shall respond within three (3) working days. If the matter is not satisfactorily resolved, then the grievant may initiate a formal grievance in accordance with the provisions herein above and the following procedure.

19.5 Guild or Employer Grievance: The Guild or Employer may initiate the grievance procedure at Step 2, other than for disciplinary actions, and will take up the grievance with the other party within thirty (30) calendar days after the occurrence of the event which gave rise to the grievance, or thirty (30) calendar days from the date such grievance reasonably should have become known to the moving party.

19.6 The formal grievance procedure shall be as follows:

Step 1: If the grievance involves occurrences other than disciplinary actions, the grievance shall be presented in written form to the employee's division head within fourteen (14) calendar days from its occurrence. The division head shall respond in writing within fourteen (14) calendar days after receiving said grievance. In the event the matter relates to disciplinary action, then the grievance shall be presented in written form to the employee's division head within fourteen (14) calendar days from the disciplinary action. Since disciplinary action is not final unless approved by the Sheriff, the grievance may be presented in written form within fourteen (14) calendar days from the date of the occurrence directly to Step 2 of the grievance procedure.

Step 2: If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within fourteen (14) calendar days of the response in Step 1, above, the grievance in written form shall be presented to the Sheriff. Thereafter, the Sheriff shall respond in writing to the aggrieved employee within fourteen (14) calendar days after receipt of the grievance.

If it is a Guild grievance in accordance with Section 19.5 above, said grievance in written form, shall be presented to the Sheriff. Thereafter, the Sheriff shall respond in writing to the Guild within fourteen (14) calendar days after receipt of the grievance. If the subject matter of the Guild grievance relates to budgetary issues, then the Guild grievance will be presented in written form to the Board of County Commissioners. Thereafter, the Board of County Commissioners shall respond in writing to the Guild within fourteen (14) calendar days after receipt of the grievance.

If it is an Employer grievance in accordance with Section 19.5 above, said grievance in written form, shall be presented to the Guild. Thereafter, the Guild shall respond in writing to the Employer within fourteen (14) calendar days after receipt of the grievance.

Step 3:

- a. Final and Binding Arbitration: If the grievance has not been resolved at Step 2, either party to this Agreement may refer unsettled grievances to final and binding arbitration.
- b. Notice – Time Limitation: The referring party shall notify the other party in writing by certified mail of submission to arbitration within fourteen (14) calendar days after receipt of the Step 2 response. Failure to notify the other party in writing will result in the grievance being forever waived and null and void.

- c. Arbitrator – Selection: After timely notice, the parties shall select an impartial arbitrator within thirty (30) calendar days, if possible, after the request is made to arbitrate. If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, either party may demand a list of eleven (11) qualified persons who are willing to abide by time limitations. A list of impartial arbitrators may be furnished by the Public Employment Relations Commission (PERC). The party demanding a paid arbitrator shall have the right to determine the organization from which the list of eleven (11) names is to be derived. The parties shall flip a coin to determine who will strike the first name, following which each will alternately strike one of the names submitted until only one (1) name remains. This person will serve as the sole arbitrator subject to the following provisions.
- d. Decision – Time Limit: The arbitrator will conduct the arbitration hearing no later than ninety (90) days from the date of selection unless otherwise agreed by the parties. The arbitrator shall render a decision within thirty (30) calendar days from the date of the hearing or receipt of parties' briefs, if applicable.
- e. Limitations - Scope - Power of Arbitrator:
 - i. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.
 - ii. The arbitrator shall have the power to interpret and apply the terms of the Agreement and/or determine whether there has been a violation of the terms of the Agreement.
 - iii. The arbitrator shall consider and decide only the question or issue raised in the initial written grievance. In conducting an arbitration, the arbitrator shall maintain a verbatim record of the testimony either by tape recording or a court reporter. If one of the parties requests a court reporter and/or transcription of the official record, then both parties shall share equally in the cost. The arbitrator shall also have the authority to receive evidence and question witnesses.
 - iv. Decisions regarding changes in past practices (Section 4.3) shall be advisory only and not binding on the parties.
- f. Arbitration Award - Damages – Expenses
 - i. The arbitrator shall not have the authority to award punitive damages.
 - ii. Each party hereto shall bear equally the expenses of the arbitrator. Each party shall pay the expenses of their own attorneys, representatives, witnesses and other costs associated with the presentation of their case.

ARTICLE 20 - RETIREMENT CONTRIBUTION-INDUSTRIAL ACCIDENT INSURANCE

20.1 The Employer shall pay into the appropriate employees' retirement program, Industrial Insurance, as required, at the prescribed rate, by law.

ARTICLE 21 - LIABILITY INSURANCE

21.1 The Employer agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof in order to reasonably protect and indemnify employees from liability to third parties resulting from employees negligently performing duties within the scope of employment.

ARTICLE 22 - MEDICAL BENEFITS

22.1 Insurance for 2025 will be provided through Premera Blue Cross as set forth below:

- A. Effective December 1, 2025, of the collective bargaining agreement, the Employer contribution for premium cost will be up to \$1,150.00 per month.
- B. Effective January 1, 2026, subject to the approval of PEBB, employee health insurance will be provided by PEBB and the Employer contribution for premium cost will be up to \$1,200.00 per month. In the event that PEBB declines acceptance, health insurance shall remain with Premera Blue Cross.

22.2 Said insurance shall be for employee and dependent medical, dental, vision, basic life insurance and basic long term disability.

22.3 The Employer shall determine which insurance programs and benefits may be continued or implemented from time to time. If there are changes in the insurance programs, the Employer will notify the Guild of said changes. Said notification shall not interfere or hinder the right of the Employer to change the benefit structure, benefit level, and/or premium level.

22.4 If the insurance company or companies providing the above-referenced benefits notifies the Employer of changes in the premium structure and/or benefit levels, then and in that event the Guild and employees shall comply with said changes if requested to do so by the Employer.

22.5 Any disputes, disagreements and/or claims regarding insurance coverage and/or policies between an employee and an insurance carrier and/or administrator are not grievable by the Guild and/or the employee.

ARTICLE 23 - PAY ARRANGEMENTS

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

- A. The first pay period will be the 1st through the 15th of the month.

- B. The second pay period will be the 16th through the last day of the month.
- C. Pay for work performed during the first pay period will be issued on the 25th of the month, provided the employee and/or supervisor has submitted the time in the County's timekeeping system in accordance with the Auditor's Office published schedule. Hours not submitted timely will be paid in the next pay cycle.
- D. Pay for work performed during the second pay period will be issued on the 10th of the month following the pay period end, provided the employee and/or supervisor has submitted the time in the County's timekeeping system in accordance with the Auditor's Office published schedule. Hours not submitted timely will be paid in the next pay cycle.
- E. There shall be no deductions other than required by law or authorized by this Agreement or authorized in writing by the employee. Required and authorized deductions will be applied to each paycheck.
- F. All employees are required to provide information for direct deposit of all employee pay.

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

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

ARTICLE 24 - TUITION REIMBURSMENT

24.1 All employees within the bargaining unit attending school may receive tuition expense reimbursement provided that:

- A. They receive prior approval of the Sheriff;
- B. Coursework is completed in a field of study approved by the Sheriff;
- C. A final passing or better grade for the course (e.g., 2.5 on a 4.0 scale, or seventy-five percent (75%) on a one hundred percent (100%) scale, etc.);
- D. If the employee is eligible to receive monies under other education subsidy programs such as the G.I. Bill, Veteran's Administration, the Safe Street Act or other similar programs utilizing state, federal and/or private funds, the employer will pay the balance of expenses not covered by a subsidy program, provided the employee has shown that they have made application for subsidy programs and been determined either eligible or non-eligible. Loans are not considered a subsidy program.

Such reimbursement, however, will be limited to the amount of the tuition fee and books for any given credit load at the nearest state supported college or university. A report of this schooling shall be placed in each employee's personnel file.

- 24.2 Any employee who is granted an educational leave shall be required to repay the non-salary costs paid by the Employer in the event of the employee's voluntary termination of employment within one (1) year of completing such leave. If any employee voluntarily terminates his/her employment during the second (2nd) full year following compensation of the educational leave, one-half (1/2) of the non-salary costs expended by the Employer shall be reimbursed.
- 24.3 Any employee attending a school under the provisions above shall be required prior to leaving for the school to sign a statement containing the repay terms. The repay provisions shall not apply to the basic law enforcement training course or to other short term training courses which the employee is required by the Sheriff to attend.
- 24.4 Time spent in classes or other study shall not be considered to be time worked for overtime or other pay purposes, except for time spent in classes for County assigned training.

ARTICLE 25- WAGE PREMIUMS

- 25.1 Spanish Bi-Lingual Premium: Effective upon signing of the agreement by both parties, in the payroll period following qualification for the Spanish bi-lingual premium, employees who qualify through the testing procedures established by the Employer shall receive a premium of three percent (3%) per month for those who pass the Employer's bi-lingual/bi-literate testing requirements.
- 25.2 Deferred Compensation: Effective upon signing of this agreement by both parties, the County will provide the opportunity for voluntary employee participation in deferred compensation (457 plans). The County will match contributions to a chosen plan up to a maximum of one percent (1%) of base salary.

ARTICLE 26 - GENERAL PROVISIONS

- 26.1 No employee shall be unlawfully discriminated against for upholding Guild principles and activities provided such activities do not interfere with the employee's duties.
- 26.2 Guild Investigation and Visitation Privileges - The Guild Representative or Attorney of the Guild will notify the Sheriff or his/her designee and coordinate investigation or on-site visitations with the Sheriff. The representative shall limit his/her activities to matters relating to this Agreement; provided, however, he/she will not interfere with the operation of the normal routine of the Department.
- 26.3 The Guild shall be entitled to the use of the employee bulletin board, at each of the Employer work locations.

26.4 Safety - Safe and healthful working conditions are recognized as mutually beneficial to the employees and Employer. Employees may report what they believe to be an unsafe and unhealthy working condition to Management. Management shall investigate the report.

26.5 Medical Exams - Any medical examination required by the Employer may be taken on Employer time and shall be paid by the Employer. The examination shall be administered by a physician or institution specified by the Employer.

26.6 Gender - Where masculine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification, or the benefits provided in this Agreement.

26.7 The Employer agrees not to enter into any agreement with employees within the bargaining unit on an individual or collective basis, which conflicts with the terms and provisions of this Agreement.

26.8 When any classification not listed on the wage schedule is established, the Employer shall designate a job classification and pay rate for the classification. Notice of establishment of the new classification shall be provided to the Guild. In the event the Guild does not agree that the rate of pay is correct, notice shall be given the Employer within fourteen (14) calendar days of receipt of the notice, requesting to negotiate the pay rate for the new classification. The negotiated pay rate shall be effective as of the date the new classification went into effect.

26.9 The Guild recognizes the right of the Employer to establish reasonable employer rules as he/she may deem necessary, provided that such rules are lawful. Employees shall be made aware of such rules established by the Employer.

26.10 The Employer may transfer, contract or subcontract the work performed by members of the bargaining unit covered by this Agreement for reasons of economy, efficiency of operation and/or reorganization. Before transferring, contracting or subcontracting any work as referred to above, the Employer shall first give the Guild and the Guild Representative thirty (30) calendar days written notice and offer to meet and discuss the change. The notice and offer to discuss shall not impede or alter the Employer's right to transfer, contract or subcontract work. In the event that the Employer subcontracts work presently being performed by the bargaining unit, if possible, employees will be placed in similar employment in the County or with the subcontractor.

26.11 Mileage Reimbursement: Mileage reimbursement at the time of implementation of this Agreement shall be at the current IRS rate. Provided, however, if the Internal Revenue Service should approve a higher amount effective during the term of this Agreement, escalation in the rate shall be implemented by the resolution of the Board of County Commissioners. Maximum use shall be made by the County of County-owned vehicles in order to avoid use of the employee's vehicle whenever practical. Employees already on duty

required to report to a duty station other than their normally assigned duty station shall receive mileage for miles traveled in a personal vehicle between duty stations. All time spent traveling between stations shall be considered time worked.

- 26.12 Guild Meetings: Recognizing the parties are mutually served by effective communications, the Sheriff may allow the Guild Representative time off without pay or to reschedule their working day to include flexing their time for meetings within the employee's work week; provided adequate staff is available to assure continuation of essential public services as determined by the Sheriff.
- 26.13 Training: The Employer shall make every reasonable effort to afford all employees of the Department equal access to training related to that employee's position. When the employee successfully completes any job-related school, a record of such shall be kept in the employee's personnel file. Employees scheduled for training inside the County shall have a minimum of ten (10) hours off duty between their last scheduled shift and the beginning of the training. If the training occurs outside of the County, the Employer shall make every reasonable effort to modify the employee's schedule to allow at least ten (10) hours between the end of the last shift and the beginning of travel time for training.
- 26.14 Collective Bargaining: Recognizing the parties are mutually served by effective collective bargaining, the Sheriff will allow up to a total of four (4) (clerical, dispatch, financial and animal control/evidence) bargaining unit employees to attend scheduled collective bargaining sessions on work time. If the collective bargaining session is not scheduled during an employee's work hours with approval of the Employer, an employee may flex their schedule during the work week of the bargaining session to allow attendance, provided this does not create a staffing shortage or overtime. The Sheriff may approve additional staff to attend if necessary.
- 26.15 FTO: When FTO employees are training new employees, they shall be granted additional paid time as necessary at the end of their shift for the purpose of completing all necessary documentation and evaluations of the trainee.
- 26.16 The Sheriff will assign FTO status to designated employees who exhibit a proficiency in chosen tasks and are also able to teach those tasks effectively. Those designated as FTO will receive 2% premium per month for the entire year unless their designation is removed. The number of employees eligible for FTO assignments will be reviewed annually for the following calendar year by the Sheriff who shall have sole discretion to increase or decrease the number of assignments.

ARTICLE 27 - EQUAL EMPLOYMENT OPPORTUNITY

- 27.1 There shall be no discrimination by the Employer or Guild against any employee or applicant for employment on account of membership or non-membership in the Guild, or because of age, color, national origin, race, religion or creed, sensory, mental or physical disability, use of a service animal, pregnancy and maternity, HIV/AIDS and Hepatitis C Status, genetic information, marital status, victims of domestic violence, sexual abuse, or stalking, political

belief, sex, sexual orientation, gender identity, veteran or military status, or any other protected status under federal, state, or local law, unless based upon a bona fide occupational qualification. No employee will be required to make a contribution to a political party or to a candidate for political office.

ARTICLE 28 - PERSONNEL FILES

- 28.1 Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including personal photographs, shall be confidential and shall restrict the use of information in the files to internal use by the Sheriff's Office and Human Resources. It is further agreed that the information in employee personnel files shall not be released to outside groups without the approval of the Sheriff except under proper Court order or as otherwise required by law.
- 28.2 An employee shall be notified and receive a copy of material placed in his/her personnel file relating to job performance or personal character within ten (10) calendar days of such action.
- 28.3 An employee may request that material other than yearly evaluations be expunged from his/her file. Decisions on such requests shall be made by the Sheriff. Employees may provide a written response to evaluations within 14 days after receiving the evaluation.
- 28.4 Upon appropriate request, an employee may inspect his/her personnel file subject to the following provisions:
 - A. Inspection shall occur during non-working hours, including meal and break periods, or at a time and in a manner mutually acceptable to the employee and the County.
 - B. Upon request, an employee who has a written grievance on file who is inspecting his/her personnel file with respect to such grievance, may have a representative present during such inspection.
 - C. Copies of materials in the employee's personnel file shall be provided the employee upon written request.

ARTICLE 29 - SAVINGS CLAUSE

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

ARTICLE 30 - NO STRIKE - NO LOCKOUT

- 30.1 Strikes, slowdowns, work stoppages, or any other interference with the work by the employees are prohibited.
- 30.2 The Employer may discharge and/or discipline any employee who violates Section 29.1. No employee shall be entitled to any pay and/or benefits for the period in which he/she engaged in any strikes, slowdowns, work stoppages or other interference with work.
- 30.3 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.
- 30.4 No lockout of employees shall be instituted by the Employer.

ARTICLE 31 - UNIFORM AND EQUIPMENT SUPPLY AND UNIFORM CLEANING

- 31.1 The County shall provide uniform clothing and equipment to employees as listed below:

For Dispatch Employees

 - A. One (1) Coat and one (1) Sweater
 - B. Up to five (5) short sleeve polo shirts.
 - C. The County will pay each employee in the bargaining unit one hundred fifty dollars (\$150.00) in additional compensation each year, as a footwear allowance. In addition, the County will pay each employee in the bargaining unit two hundred fifty dollars (\$250.00) in additional compensation as a pants allowance. Black footwear and black pants shall be of a law enforcement style, appearance and quality and are subject to approval by the Sheriff or designee. One pair of pants must be a more formal slack for formal or special occasions.
 - D. Compensation set forth in "C" above shall be paid in the first paycheck in February.
- 31.2 Probationary employees will be given the complement of uniform clothing and equipment the Sheriff determines is necessary to perform their duties and responsibilities.
- 31.3 The County agrees to repair or replace defective and/or unserviceable uniform clothing or equipment specifically listed in sections A above. Footwear and pants are not subject to this section 30.3. The determination as to defects or unserviceability shall be made by the Sheriff or administrative staff.
- 31.4 Any new items of uniform clothing and equipment mandated by the Sheriff shall be provided by the County.

ARTICLE 32 - SALARIES

- 32.1 As set forth in "Exhibit A", effective January 1, 2025, the existing pay plan structure for Dispatch employees shall be increased by four percent (4%).

32.2 As set forth in “Exhibit B”, effective January 1, 2026, the existing pay plan structure for Dispatch employees shall be increased by three percent (3%).

ARTICLE 33 - TERM OF AGREEMENT

33.1 This Agreement shall become effective as of the first (1st) day of January 2025 and shall remain in full force and effect through the thirty-first (31st) day of December 2026. Written notice of intent to modify this Agreement as related to extension of the Agreement or changes to the Agreement must be served by the requesting party upon the other party at least ninety (90) calendar days prior to the date of expiration.

33.2 The parties shall start negotiations in the fall of 2026 for a successor agreement. Negotiations shall be conducted on mutually agreeable dates.

[Signature page follows.]

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

Dated this _____ day of _____, 2025.

FOR THE EMPLOYER:
Yakima County, Washington

Kyle Curtis, Chair
Board of Yakima County Commissioners

LaDon Linde, Commissioner
Board of Yakima County Commissioners

Amanda McKinney, Commissioner
Board of Yakima County Commissioners

Robert Udell, Sheriff
Yakima County Sheriff's Office

Judith Kendall
Interim Director of Human Resources

Represented by:

Colin Boyle, Attorney

FOR THE GUILD:

Brynn Sides, Negotiating Member

Belen Lopez, Negotiating Member

Carlos Mora, Negotiating Member

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

Represented by:

Paige M. Chrz, Attorney

EXHIBIT “A”
YSO Dispatch Guild
2025-2026 PAY PLAN STRUCTURE

Pay Plan Design:	<ol style="list-style-type: none">1. Thirteen (13) steps with Step 7 for the pay plan midpoint.2. There is a 2% spread calculation between each step for the term of the agreement only.
Step Dates:	<ol style="list-style-type: none">1. Employees will be eligible for a step increase based on their Next Step Progression Date<ul style="list-style-type: none">o Next Step Progression dates may be adjusted for periods of leave without pay unless protected by Federal or State law.2. Employees who are promoted, advance by steps or are reclassified shall have their future step date set 12 months from the date of promotion, step advancement, or reclassification.3. Employees will have their future step date set twelve (12) months from their hire date as shown below:<ul style="list-style-type: none">o Employees hired between the 1st and the 15th of the month will have their step date set as the 1st of that month.o Employees hired between the 16th and the end of the month will have their step dates set as the 16th of that month.

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

EXHIBIT “B”
YSO Dispatch Guild Pay Plan
Effective January 1, 2025

Represents a 4% 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	
B25/B32	8 hr	YR	62,021	63,262	64,527	65,817	67,134	68,476	69,846	71,243	72,668	74,121	75,603	77,116	78,658
	8 hr	MO	5,168	5,272	5,377	5,485	5,594	5,706	5,820	5,937	6,056	6,177	6,300	6,426	6,555
		HR	29.82	30.41	31.02	31.64	32.28	32.92	33.58	34.25	34.94	35.64	36.35	37.07	37.82
	7.5 hr	MO	4,845	4,942	5,041	5,142	5,245	5,350	5,457	5,566	5,677	5,791	5,907	6,025	6,145
B26	7.5 hr	YR	58,145	59,308	60,494	61,704	62,938	64,197	65,481	66,790	68,126	69,489	70,878	72,296	73,742
	8 hr	YR	64,216	65,500	66,810	68,146	69,509	70,900	72,318	73,764	75,239	76,744	78,279	79,844	81,441
	8 hr	MO	5,351	5,458	5,568	5,679	5,792	5,908	6,026	6,147	6,270	6,395	6,523	6,654	6,787
		HR	30.87	31.49	32.12	32.76	33.42	34.09	34.77	35.46	36.17	36.90	37.63	38.39	39.15
	7.5 hr	MO	5,017	5,117	5,220	5,324	5,430	5,539	5,650	5,763	5,878	5,996	6,116	6,238	6,363
C41	7.5 hr	YR	60,202	61,406	62,635	63,887	65,165	66,468	67,798	69,154	70,537	71,947	73,386	74,854	76,351
	8 hr	YR	66,411	67,739	69,094	70,475	71,885	73,323	74,789	76,285	77,811	79,367	80,954	82,573	84,225
	8 hr	MO	5,534	5,645	5,758	5,873	5,990	6,110	6,232	6,357	6,484	6,614	6,746	6,881	7,019
		HR	31.93	32.57	33.22	33.88	34.56	35.25	35.96	36.68	37.41	38.16	38.92	39.70	40.49
	7.5 hr	MO	5,188	5,292	5,398	5,506	5,616	5,728	5,843	5,960	6,079	6,201	6,325	6,451	6,580
	7.5 hr	YR	62,260	63,505	64,775	66,071	67,392	68,740	70,115	71,517	72,947	74,406	75,895	77,412	78,961

EXHIBIT “B”

YSO Dispatch Guild Pay Plan
Effective January 1, 2026

Represents a 3% 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	
B25/B32	8 hr	YR	63,882	65,159	66,463	67,792	69,148	70,531	71,941	73,380	74,848	76,345	77,872	79,429	81,018
	8 hr	MO	5,323	5,430	5,539	5,649	5,762	5,878	5,995	6,115	6,237	6,362	6,489	6,619	6,751
		HR	30.71	31.33	31.95	32.59	33.24	33.91	34.59	35.28	35.98	36.70	37.44	38.19	38.95
	7.5 hr	MO	4,991	5,091	5,192	5,296	5,402	5,510	5,620	5,733	5,847	5,964	6,084	6,205	6,330
	7.5 hr	YR	59,889	61,087	62,309	63,555	64,826	66,123	67,445	68,794	70,170	71,573	73,005	74,465	75,954
B26	8 hr	YR	66,142	67,465	68,815	70,191	71,595	73,027	74,487	75,977	77,496	79,046	80,627	82,240	83,885
	8 hr	MO	5,512	5,622	5,735	5,849	5,966	6,086	6,207	6,331	6,458	6,587	6,719	6,853	6,990
		HR	31.80	32.44	33.08	33.75	34.42	35.11	35.81	36.53	37.26	38.00	38.76	39.54	40.33
	7.5 hr	MO	5,167	5,271	5,376	5,484	5,593	5,705	5,819	5,936	6,054	6,175	6,299	6,425	6,553
	7.5 hr	YR	62,008	63,249	64,514	65,804	67,120	68,462	69,832	71,228	72,653	74,106	75,588	77,100	78,642
C41	8 hr	YR	68,403	69,771	71,166	72,590	74,042	75,522	77,033	78,573	80,145	81,748	83,383	85,050	86,751
	8 hr	MO	5,700	5,814	5,931	6,049	6,170	6,294	6,419	6,548	6,679	6,812	6,949	7,088	7,229
		HR	32.89	33.54	34.21	34.90	35.60	36.31	37.04	37.78	38.53	39.30	40.09	40.89	41.71
	7.5 hr	MO	5,344	5,451	5,560	5,671	5,784	5,900	6,018	6,139	6,261	6,387	6,514	6,645	6,777
	7.5 hr	YR	64,128	65,410	66,719	68,053	69,414	70,802	72,218	73,663	75,136	76,639	78,171	79,735	81,330