

**MEMORANDUM OF AGREEMENT**

**By and Between**

**BOARD OF COUNTY COMMISSIONERS OF YAKIMA COUNTY,**

**THE YAKIMA COUNTY DEPARTMENT OF CORRECTIONS**

**And**

**TEAMSTERS LOCAL UNION #760**

**Affiliated with the International Brotherhood of Teamsters**

**Representing Yakima County Department of Corrections Chiefs and Lieutenants**

**For CBA effective January 1, 2025 – December 31, 2028**

Yakima County Board of County Commissioners, the Yakima County Department of Corrections, hereinafter referred to as the Employer, and Teamsters Local No. 760, hereinafter referred to as the Union, on behalf of the Corrections Chief and Lieutenants agree to adopt this Memorandum of Agreement (MOA) and agree that the provisions of this MOA will be included as part of the 2025-2028 Collective Bargaining Agreement (CBA).

This MOA memorializes the agreements between the Employer and the Union regarding the issues described below, and the parties acknowledge that these issues have been agreed upon based on negotiated language in accordance with RCW 41.56.

The Employer and the Union agree that the provisions as set forth in this MOA supersede any conflicting provisions in the Collective Bargaining Agreement (CBA) covering the period of January 1, 2025, to December 31, 2028.

This agreement comes as a result of the agreement between the Employer and Union regarding the removal of Article 3.5. The parties agree that the employer will not pay into the Teamsters Legal Defense Fund on behalf of the members and therefore Article 3.5 is removed.

This language replaces the entire Article 3-Dues Check-Off effective January 1, 2025, for the remaining term of the 2025-2028 CBA.

**The following language will replace Article 3-Dues Check-Off of the collective bargaining agreement.**

### **ARTICLE 3 - DUES CHECK-OFF**

- 3.1. When the Employer hires a new employee covered in the bargaining unit, the Employer shall, within seven (7) calendar days of the date of employment, notify the Union in writing giving the name, social security number, hire date, address and classification of the employee hired. The Union agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, orders, or judgments arising from the administration and effects of this Section. The Employer Shall comply with the requirements of RCW 41.56.035.
- 3.2. Check-Off: When provided a “voluntary check-off” authorization, form furnished by the Union and signed by an employee, the employer agrees to deduct from the employee’s pay, the Union’s applicable dues, as prescribed in the “voluntary check-off” form. The full amount of monies so deducted by the Employer shall be promptly forwarded to the Union by check along with an alphabetized list showing names and amounts deducted from each employee.
  - A. The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other form of liability (except for the amount of attorneys’ fees and disbursements incurred by the Employer) that shall arise out of, or by reason of, any action taken by the Employer for the purpose of compliance with this Article, or reliance on any notice given by the Union to the Employer with respect to the employee’s membership status in the Union.
- 3.3. D.R.I.V.E. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a monthly basis for all months worked. The phrase “months worked” excludes any month other than a month in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee’s Social Security Number and the amount deducted from that employee’s paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer’s actual cost for the expenses incurred in administering the monthly payroll deduction plan.
- 3.4. The Employer agrees to deduct from the paycheck of all members covered by this agreement premiums for disability benefits through Standard Insurance Company for Whole Life, Short Term Disability and Long-Term Disability Insurance. Such premiums shall be deducted on a monthly basis and transmitted to Standard Insurance Company. Employees who have insufficient funds to cover the premium deduction bear responsibility for self-payment of the premium. Employee participation in these benefits is mandatory.

IN WITNESS WHEREOF, the parties have agreed to this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**FOR THE EMPLOYER:**  
**Board of Yakima County Commissioners**

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

\_\_\_\_\_  
LaDon Linde, Commissioner

\_\_\_\_\_  
Amanda McKinney, Commissioner

\_\_\_\_\_  
Jeremy Welch, Director  
Yakima County Department of Corrections

\_\_\_\_\_  
Judith Kendall  
Director of Human Resources

**DATED:**

*Attest:*

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

**Approved as to Form:**

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

**FOR TEAMSTERS LOCAL UNION # 760**

\_\_\_\_\_  
Richard A. Salinas  
Secretary Treasurer

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