

AGENDA REQUEST FORM

**Return completed form and complete agenda item to the Clerk of the Board
Yakima County Commissioners' Office, Room 232**

Prepared by:
Robert Udell & Stephanie Schilperoort

Department: Sheriff

Requested Agenda Date: 05/16/2023
23

Presenting: Sheriff Udell

Document Title:

2023 MOA-Dispatch hours of work.

Board of County Commissioners Record Assigned
BOCC Agreement #

135-2023

Yakima County, WA

APPROVED FOR AGENDA:
 Consent Regular
Board of County Commissioners Determined

Action Requested: *Check Applicable Box*

PASS RESOLUTION EXECUTE or AMEND **AGREEMENT** CONTRACT or GRANT
 ISSUE PROCLAMATION PASS ORDINANCE OTHER _____

Describe Fiscal Impact:

NO FINANCIAL IMPACT. IT IS MOVE TO MORE DESIRABLE SCHEDULE FOR DISPATCH

Background Information:

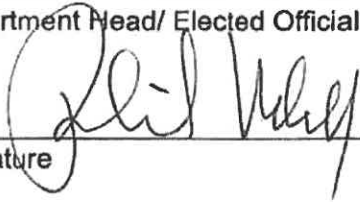
Agreement to adopt this MOA allowing a change to dispatch hours of work and agree that the provisions of this MOA will be included as part of current and future CBA.

Summary & Recommendation:

Recommend accept or adopt this agreement.

Motion:

Department Head/ Elected Official


Signature

AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial BTW

Late Agenda Requests Require BOCC Chairman Signature:

**2023 Memorandum of Agreement
between**

**BOARD OF COUNTY COMMISSIONERS OF YAKIMA COUNTY,
THE YAKIMA COUNTY SHERIFF
and
YAKIMA COUNTY SHERIFF'S OFFICE NON-COMMISSIONED OFFICERS GUILD**

**Representing YCSO Non-Commissioned Clerical, Dispatch, Evidence, and Animal Control Employees
For CBA effective January 1, 2021, through December 31, 2022,
carrying over into 2023 for ongoing negotiations to settle a new Collective Bargaining Agreement
(CBA)**

Yakima County, hereinafter referred to as the Employer, and Yakima County Sheriff's Office Non-commissioned Officers Guild, hereinafter referred to as the Guild, agree to adopt this Memorandum of Agreement (MOA) and agree that the provisions of this MOA will be included as part of the 2021-2022 and any subsequent Collective Bargaining Agreement (CBA).

This MOA memorializes agreements between the Employer and the Guild 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 Guild 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, 2021, through December 31, 2022, carrying over into 2023 for ongoing negotiations to settle a new Collective Bargaining Agreement (CBA).

The following language will replace Article 16 – General Provisions, specifically Article 16.1 and Article 16.2.1 regarding Hours of Work and Overtime. Pursuant to existing Article 16.8, "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."

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. For dispatch employees, a work week may consist of 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.

16.2 Each work shift, for employees other than Law Enforcement Dispatchers, shall include eight (8) or ten (10) consecutive hours of work exclusive of a minimum of thirty (30) and a maximum of (60) minute

meal period (the length subject to approval of appropriate Division Chief) which shall be scheduled as near the middle of the work day as practical.

16.2.1 For Law Enforcement Dispatchers, each work shift shall include eight (8), ten (10), or twelve (12) hours of work that does not exceed forty (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 lunch period. Lunch periods altered or missed shall not be recoverable as overtime.

IN WITNESS WHEREOFF, the parties have agreed to this Agreement on this 23rd day of May, 2023.

**Agreement: 2023 MOA – BOCC, Sheriff,
Guild regarding Dispatch Hours of Work**

FOR THE GUILD

Daniel E. Thenell, Attorney

FOR THE EMPLOYER:

BOARD OF COUNTY COMMISSIONERS

LaDon Linde, Chair

BOCC Agreement

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Yakima County, WA

Amanda McKinney, Commissioner

Kyle Curtis, Commissioner

YAKIMA COUNTY SHERIFF

Robert Udell, Sheriff

YAKIMA COUNTY HUMAN RESOURCES

Jacqui Lindsay, Director

APPROVED AS TO FORM:

Deputy Prosecuting Attorney
of Yakima County, Washington