

2018 and 2019 AGREEMENT

by and between

YAKIMA COUNTY, WASHINGTON

and

INDEPENDENT LOCAL NO. 1

covering

**PUBLIC SERVICES DEPARTMENT
MAINTENANCE AND OPERATIONS EMPLOYEES**

Effective

January 1, 2018, through December 31, 2019

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PREAMBLE

THIS AGREEMENT entered into by the County of Yakima, hereinafter referred to as the "Employer" and Independent Local 1, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the Employer and the Union, and the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I - RECOGNITION

The Employer recognizes the Union, as certified by PERC Decision 24364-E-11-3679, as the exclusive bargaining representative for all full-time and regular part-time Maintenance and Operations employees of the Yakima County Public Services Department including Materials Inspectors, Construction Inspectors, Utility Maintenance Technicians and Surveyors, and excluding solid waste employees, clerical, professional and technical employees, Public Services Director, Assistant Public Services Directors, Road Maintenance Manager, Road Maintenance Supervisors, Surface Water Manager, Permit Services Manager, Equipment Services Manager, Construction Engineer, Engineering Services Manager, Traffic Engineering Manager, Traffic Engineer, Solid Waste Manager, Solid Waste Supervisor, Senior Accountant, Accounting Manager, Utilities Manager, Right of Way Manager, Administrative Supervisor, Confidential Secretary to the Director and all other employees of Yakima County.

ARTICLE II - MANAGEMENT RIGHTS

- 2.1 The Union recognizes the prerogatives of the Employer to operate and manage the Public Services Department and the services provided thereby in all respects in accordance with its responsibilities, lawful powers and legal authority. All matters not expressly covered by the language of this Agreement and/or mutually agreed upon written agreements executed subsequent to the date of signature of this labor agreement, shall be administered by the Employer in accordance with such policies and/or procedures as the Employer, from time to time, may establish and implement. The Employer's prerogatives or rights include, but are not limited to, the following:
 - 2.1.1 The right to establish and implement reasonable work rules, procedures, and work performance standards including the right to complete written performance evaluations of bargaining unit employees at least annually. The evaluations will be discussed and reviewed privately with the employee before they are filed and the employee shall be given the right to prepare a written rebuttal to any evaluation the employee desires, which rebuttal shall be filed with the evaluation form. Any such rebuttal shall be submitted to the Employer within seven (7) calendar days following completion of the evaluation.
 - 2.1.2 The right to schedule work and overtime work and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with this labor agreement.

- 2.1.3 The right to select, hire, transfer, and lay off employees as deemed necessary by the Employer in accordance with the provisions of this Agreement.
 - 2.1.4 The right to discipline employees in accordance with the provisions of this Agreement.
 - 2.1.5 The right to determine the size and composition of the work force, modify job responsibilities and assign employees to work locations and shifts.
 - 2.1.6 The Employer may also assign incidental duties to employees that are not enumerated in job descriptions and the employees shall perform the incidental duties upon the Employer's request.
 - 2.1.7 The Employer shall have the right to take whatever actions the Employer deems necessary to carry out Employer services in a bona fide emergency.
- 2.2 Past Practices: The Employer may change a past practice after providing the Union with written notice. If the Union wishes to bargain about the change to past practice then it will so indicate in writing to the Employer within fifteen (15) working days of receipt of the Employer's notice. The Employer shall promptly respond to information requests concerning the proposed change to past practice. Bargaining shall conclude within thirty (30) working days of the Union's request to bargain. If no written request is submitted by the Union or if no settlement is reached within the thirty (30) working day time period then the Employer may proceed with the change to past practice. In the event of a bona fide emergency as defined in Section 21.4, no notice or bargaining is required before implementing the change.
- 2.3 It is the intent of the Employer to continue to utilize its employees to perform work; provided, however, the Employer has the right to contract out work previously and/or historically contracted out. If the Employer determines it necessary to contract out work not previously and/or historically contracted out which would directly result in the layoff of employees employed as of December 1, 1988, then the Employer will provide the Union with written notice. If the Union wishes to bargain about the decision and its effects, it shall provide the Employer with a written request to bargain within fifteen (15) working days of receipt of the Employer's notice. Bargaining about the decision and its effects shall conclude within thirty (30) working days. If no written request is submitted by the Union or if no settlement is reached within the thirty (30) working day time period then the Employer may proceed with its decision. In the event of a bona fide emergency, no notice or bargaining is required before contracting out.
- 2.4 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust emplaced in the officials, in this case, the Board of Yakima County Commissioners and the elected officials and/or departmental directors and the rights and obligations owed thereby to the electorate in conformity with statutory law.
- 2.5 Notwithstanding any other provisions of this Agreement, the Employer may take actions necessary to comply with the Americans with Disabilities Act.

ARTICLE III - EMPLOYEE RIGHTS

- 3.1 An employee shall have the right, upon request, to inspect their official personnel file. No material referring to disciplinary action, deficient job performance or conduct shall be placed in the file without the employees' knowledge. The employee has the right to attach their comments to such material. Any such comments shall be submitted to the Employer within seven (7) calendar days following notice to the employee that the Employer intends to place such material in the employee's file. Employees shall have the right to grieve contents of evaluations that are not based upon just cause.

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

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

- 3.2 Except as otherwise provided in state law, off-duty activities of an employee shall not be cause for disciplinary action unless such activity is detrimental to the employee's performance on the job.
- 3.3 An employee may have a shop steward from his/her duty station present at conferences with management in meetings involving the administering of discipline in accordance with Article XV - Discipline.

ARTICLE IV - SAFETY

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

ARTICLE V - UNION/MANAGEMENT RELATIONS - COLLECTIVE BARGAINING

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

ARTICLE VI – MAINTENANCE OF MEMBERSHIP

All employees hired prior to signing of the 1990 Agreement may or may not, at their discretion, become members of the Union. All employees who, as of the date of execution of this Agreement, have signed or who, after the date of execution of this Agreement, sign a dues check-off authorization, shall be obligated to continue to pay regular dues each month to the Union through the check-off procedure for the duration of their employment. Upon written proof of a bona fide religious tenet, pursuant to RCW 41.56.122, a member may revoke payment of dues; however, in such cases, the employee shall be required to pay a similar amount of money monthly to a charity as provided by RCW 41.56.122.

All new employees hired after the effective date of this Agreement shall within thirty-one (31) days following the beginning of such employment have the option of either joining the Union or paying a service fee in the amount of the monthly dues to the Union, in lieu of Union membership, as a condition of employment. Employees who are not members or pay service fees as of the signing of this Agreement will not be obligated to become members or pay service fees. If they do, they will be obligated to continue to pay dues or service fees for the duration of their employment.

The Union agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, orders and judgments arising from the administration and effects of this section.

ARTICLE VII - GRIEVANCE PROCEDURE

- 7.1 Crucial to employee morale and productive work relations between the parties is a fair and just resolution of both parties' grievances.
- 7.2 A grievance is defined as a violation or dispute involving the interpretation, application or alleged violation of provisions of this Agreement.
- 7.3 A grievance may be presented by an employee, the Union or the Employer.
- 7.4 Each grievance must be submitted in accordance with the following procedure within the time frame set forth. If the grievance is not submitted in conformance with the procedure and in a timely manner, then the grievance shall be considered forever waived and lost. Each grievance must specify the relevant facts, the specific sections of the Agreement alleged to have been violated and a clear expression of the remedy sought. All time limits may be extended by mutual written agreement.
- 7.5 The grievance procedure shall be as follows:

Step 1: An employee shall discuss his/her alleged grievance with the immediate supervisor within seven (7) working days of the occurrence of the alleged grievance. The employee may request the presence of the shop steward from his/her duty station at the meeting. The immediate supervisor shall respond within seven (7) working days. If the grievance is a result of action taken by the employee's immediate supervisor, or when mutually agreeable by both parties, the grievance may be presented at Step 2 below.

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

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

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

Step 4:

- (a) Final and Binding Arbitration: If the grievance has not been resolved, either party may submit the grievance to arbitration within ten (10) working days from the response in Step 3. Failure to timely appeal the grievance shall render final and binding the decision established in Step 3. The request shall specifically identify the issue(s) related to the grievance as previously established during the original filing of said grievance.

- (b) Arbitration Panel - Number – Selection: After timely notice the parties will establish an arbitration panel of three (3) persons. One party shall select one person and the other party will select one person. The two (2) selected persons shall select a third and neutral arbitrator within twenty (20) calendar days after receipt of the grievance at Step 4, by requesting that the Federal Mediation and Conciliation Service (FMCS) or the Public Employment Relations Commission (PERC) submit a list of five (5) names from the register of whichever agency is agreed upon by the parties. Both the Employer and the Union shall have the right to alternately strike two (2) names from the list. The party requesting arbitration shall strike the first name. The remaining name shall be the third and neutral arbitrator.

- (c) Decision - Time Limit:
 - (i) The arbitration panel shall hear the matter at the earliest possible date. After completion of the hearing, a written decision shall be entered within thirty (30) calendar days, unless an extension of time is agreed upon.
 - (ii) Any decision by the arbitration panel shall be by majority vote.

- (d) Limitation, Scope and Power of Arbitration Panel:
 - (i) The arbitration panel shall not have the authority to add to, subtract from, alter, change, or modify the provisions of this Agreement.
 - (ii) The power of the arbitration panel shall be limited to interpretation of or application of the terms of this Agreement or to determine whether there has been a violation of the terms of this Agreement by either the Employer or the Union and/or employee(s).
 - (iii) The arbitration shall be conducted in accordance with PERC rules and regulations.

- (e) Arbitration Award - Damages – Expense:
 - (i) Arbitration awards shall not be made for time prior to the date of the occurrence upon which the grievance is based.

- (ii) Each party hereto shall pay the expenses of their own representatives, witnesses, and other costs associated with the presentation of their case. The parties shall equally share the cost of billing of the neutral arbitrator.

ARTICLE VIII – WAGES

- 8.1 The pay plan structure is described in Exhibit “A,” which is attached hereto and incorporated herein by reference.
- 8.2 The Pay Plan(s) for 2018 and 2019 is/are set forth in Exhibit “B,” which is attached hereto and incorporated herein by reference.

Employees hired on or before October 1, 2017, shall be eligible to advance one increment, if available, effective April 1, 2018. An increment is “available” if the employee has not reached the maximum increment allowed as set forth in Exhibit “A,” paragraph “A,” which is attached hereto and incorporated by reference. Employees hired after October 1, 2017, shall not be eligible for an increment advancement in 2018.

Effective April 1, 2018, the Employer will implement one increment for 2018 only. For 2018 only, employees at Increment 14 before April 1, 2018, shall receive a one-time lump sum payment based on point eight six percent (0.86%) of their annual salary less normal deductions. This one-time lump sum payment will be paid in April earnings, May 10th paycheck. No employee shall receive an increment advancement after April 1, 2018.

Effective April 1, 2019, the Employer will implement a two percent (2%) general increase to the Pay Plan.

All calculations shall be determined by the Human Resources Department. The Public Services Director and the Human Resources Department will determine those employees who are eligible to receive the one-time lump sum payment less normal deductions. There shall be no increment in 2019 and after.

- 8.3 The Employer will continue to participate in social security.
- 8.4 All employees of the Public Services Department shall be compensated on an hourly basis for hours worked each month.
- 8.5 Pay Period: Employees shall be paid on a monthly basis with an optional draw. The monthly pay period will be the 1st through the end of the month. Draw payday will be the 25th of each month. Payday will be the 10th of the month following the period end. The Employer may implement a semi-monthly pay period in lieu of the monthly pay period with an optional draw. There shall be no deductions other than required by law or authorized by this Agreement, or authorized in writing by the employee. The optional draw amounts shall be subject to federally mandated tax deductions.

- 8.6 The bargaining unit made the choice to accept the Employer package proposal of one increment effective April 1, 2018, for those eligible and a lump sum for those employees topped out in accordance with Exhibit "A," and two percent (2.0%) general increase effective April 1, 2019, for April earnings, May 10th paycheck. In future negotiations for 2020 and beyond, the bargaining unit recognizes they made the choice in lieu of other packages. When the parties negotiate for the 2020 CBA and beyond, the valuation of the bargaining unit's choice will be included in discussions about future wages and benefits.
- 8.7 Effective beginning in 2018, the task force of bargaining unit representatives and management established in 2017 (established as the 2017 Task Force on Benefits and Salary), as well as the Salary Committee, will be maintained to engage in informational only discussions about the outcome of surveys conducted by the HR Department, as addressed in Exhibit "A." These informational discussions are not to be interpreted nor to be construed to mean that the Employer is agreeing to negotiate about the market survey, comparables, the survey's provisions and procedures. Each CBA already states that the market survey is for only informational purposes, and there is no obligation on the part of the Employer to negotiate about and implement the results of any survey.
- 8.7.1 Beginning 2018 with a frequency of every four (4) years, a full/in-depth survey will be conducted by the HR Department using the six (6) comparable counties discussed. The six (6) comparable counties are: Benton, Spokane, Kitsap, Thurston, Whatcom, and Grant. For the in-between years (2019, 2020, 2021), a basic touchpoint will be conducted with the sole purpose of gauging the trend in the market. There were 37 jobs identified by the salary committee and task force to be included in the survey. See attachment for list of jobs. The methodology used for analysis will remain the same as outlined in HR 001 Class and Compensation Policy.
- 8.7.2 The HR Department will determine the frequency of meetings with the respective committee and task force members. Notice of meetings will be provided in advance of meetings.

ARTICLE IX - MEDICAL BENEFITS

- 9.1 Effective January 1, 2018, the Employer contribution for employee and dependent medical, vision, dental and life insurance coverage shall be up to a maximum of \$883.00 per month.
- 9.1.1 For employees who are enrolled in the PEBB CDHP (High Deductible) Plans, the Employer Contribution to the Health Savings Account (HSA) for the Employee Only Tier shall be the difference between the premium for Employee Only coverage and the Employer maximum contribution. The Premium for the PEBB CDHP (High Deductible) Plans includes a PEBB contribution to HSA.

- 9.1.2 For employees who are enrolled in any PEBB Plan other than the PEBB CDHP (High Deductible) Plans with Employee Only coverage, the Employer shall contribute the difference between the premium for the Employee Only Tier and the Employer maximum contribution to an HRA VEBA account for the employee.
 - 9.1.3 For employees enrolled in all other PEBB plans or tiers, the employee will pay the difference between the premium and the employer's maximum contribution
 - 9.1.4 Employees can waive medical coverage; however, contributions must still be made for the mandatory PEBB Dental, Basic Life Insurance and Basic Long Term Disability (LTD). The employer shall contribute only the premium amount for the mandatory PEBB Dental, Basic Life Insurance and Basic LTD for employees that waive medical coverage through the PEBB.
- 9.2 Effective for 2018 and 2019, the task force made up of some of the insurance benefits committee members, HR staff, bargaining unit representatives and management will remain in place but will serve as a communication tool during 2018 and 2019 regarding PEBB insurances. This task force communication is neither to be interpreted nor to be construed to obligate the Employer to negotiate about carriers, medical benefits and coverages. There already is an insurance benefits committee made up of employees representing departments who are also in some cases members of certain bargaining units and this committee has historically been coordinated through and with the expertise of the HR department. The insurance benefits committee is recommendatory only and only the Board of County Commissioners has the final determination for carriers, plans, programs and coverages.
- 9.2.1 Beginning 2018, the HR Department will conduct an in-depth research and analysis on the County's Benefits Plan structure. The goal is to present information that should assist in the future determination if becoming a fully insured entity is in the best interest of the County and its employees.
 - 9.2.2 The HR Department will determine the frequency of meetings with the respective committee and task force members. Notice of meetings will be provided in advance of meetings.
- 9.3 The medical benefits package is subject to the provisions and actions of the Yakima County Employee Benefit Committee. The Public Services Department shall be allowed one (1) representative to serve as representative on the Employee Benefit Committee. The representative shall be nominated and elected by the Public Services employees and shall serve a three (3) year term. Upon completion of the elected term the nomination and election process shall take place. The composition of the committee will be part of the continued negotiations mentioned above.
- 9.4 Regular part-time employees who work at least fifty percent (50%) of the normal forty (40) hour work week will receive a pro-rated employer medical contribution. The percentage of hours worked and pro-rated contribution shall be established by budget.

ARTICLE X-CLASSIFICATION ASSIGNMENT AND WORK OUT OF CLASSIFICATION

- 10.1 The Director of Public Services or his designee(s) shall be the sole determiner as to the need or necessity to assign or reassign employees in order to most effectively carry out the Employer's obligation to provide services to the public.
- 10.2 Job classifications are broad specifications of jobs to be performed by employees. Employees will be assigned a primary position. Primary positions are functional work categories within job classifications defining major groupings of job responsibilities and shifts.
- 10.3 Temporary re-assignments to different primary positions within the job classification shall not result in an adjustment in pay and shall not exceed a period of up to six (6) months from the date of temporary re-assignment. Re-assignments may be made by the Public Services Director or his designee according to departmental needs or necessity.
- 10.4 When an employee is assigned to work at a higher job classification for four (4) hours or more in any one (1) work day, the employee shall be paid at the increment in the range of the higher classification which would provide compensation at a rate at least five percent (5%) above their current rate of pay.
- 10.5 Reclassification may occur in accordance with the Yakima County Personnel Rules and Regulations.

ARTICLE XI - PROBATIONARY PERIOD

- 11.1 New Hires: Each newly hired employee of the Public Services Department shall satisfactorily complete a twelve (12) month probationary period. The employer will conduct written employee performance evaluations during this probationary period at the request of the employee. The employee may request a written performance evaluation once every three months. Probationary employees may be discharged or terminated at any time without cause and without recourse.
- 11.2 Existing Public Services Employees: Existing Public Services employees who change work duties must satisfactorily complete a six (6) month work performance probation period. The employer will conduct written employee performance evaluations during this work performance period. The Employer is vested with the sole authority to determine satisfactory completion of the work performance probation period.

ARTICLE XII - SENIORITY

Seniority according to this Agreement shall consist of continuous service of an employee with the Public Services Department. No employee shall have seniority established prior to satisfactory completion of the probation period. The employee's earned seniority shall not be lost because of absence due to illness, authorized leaves of absence or temporary lay-offs. In the case of authorized leave of absence without pay or lay-off that exceeds half of the employee's scheduled work hours during a pay period, the employee will not earn seniority during the period of absence but shall

retain previously earned seniority to the date of lay-off or leave of absence. Seniority shall be lost upon termination from the bargaining unit. The seniority list shall be brought up to date each year on January 1 and a copy furnished to the Union.

ARTICLE XIII - JOB POSTING AND SELECTION

13.1 **Job Posting:** The Public Services Director shall be the sole determiner as to the need or necessity to fill any vacancy or new position.

13.1.1 If the Director of Public Services determines the need to fill a vacancy or new position, the opening will be posted as follows:

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

13.1.1.2 In the event that no employees apply to transfer to the vacant position pursuant to 13.1.1.1, then the opening will be posted for seven (7) calendar days at each of the county shops and on the central employee notice bulletin board in the Courthouse. A copy of the announcement will also be sent to the Union.

13.1.2 If a vacancy occurs in a position with the same job classification and minimum requirements of a prior job announcement, the Director of Public Services may select a candidate from the applicant pool from the previous recruitment. The vacancy must occur within ninety (90) days of the closing date of the previous job announcement.

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

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

13.2.2 Applicants interviewed will be evaluated on the basis of knowledge, skills,

abilities, experience and prior work performance with Yakima County (if applicable). If in the Director's judgment, the ability and qualifications of a bargaining unit employee and another applicant are equal, the bargaining unit employee shall be selected. If in the Director's judgment, the ability and qualifications of two (2) or more County employees are equal, the senior employee shall be selected.

- 13.2.3 Employees who are selected to fill vacancies in a higher classification will receive the entrance pay step for the higher classification or the next pay step which would result in a salary increase of at least five percent (5%).
- 13.2.4 In the event that an employee selected by the Public Services Director to fill an available position does not elect to accept the position, then, and in that event, the next qualified applicant shall be selected to fill said position.
- 13.2.5 During the six (6) month work performance probation period, employees will be permitted to return to their former classification and increment if they cannot perform satisfactorily in the new classification, or by mutual agreement by the employee and the Public Services Director, provided there is a position available. If there is no position available, said employee shall be placed on recall status in accordance with the provisions of the layoff article.
- 13.2.6 An employee who voluntarily requests a demotion to or applies for position in a lower classification shall be placed in the compensation system at the same increment level in the lower classification pay range as currently held in the position in the higher classification pay range.

ARTICLE XIV - LAYOFF AND RECALL

14.1 Layoff:

- 14.1.1 The Director of Public Services and/or the Board of County Commissioners shall be the sole determiners of when layoffs are necessary. The Employer may lay off employees when such action is determined to be necessary by reason of lack of work, lack of funds or reorganization of the Public Services Department. The Director of Public Services shall have the right to determine by job classification the number of employees to be reduced. The Union will be notified of the specific job classifications in which layoffs will take place and the number of employees in those job classifications who are designated for layoff status.
- 14.1.2 If the Director of Public Services and/or the Board of County Commissioners determines that a layoff is necessary within certain job classifications, then and in that event, employees in the affected job classification shall be laid off in the following order:
 - (1) Temporary, seasonal or casual employees;

- (2) Probationary employees;
- (3) Regular part-time and regular full-time employees- Regular part-time and regular full-time employees shall be reduced by laying off the least senior employee within the affected job classification in accordance with the above, providing that the remaining senior employees have the necessary job skills to perform the variety of tasks required of that classification.

14.1.3 Bumping: Any employee who is laid off by a reduction in the work force shall have the right to retreat to his last previously held job classification or a position in a lower classification for which he/she is qualified thereby "bumping" the least senior employee within that classification provided that the retreating employee is capable of performing that work as determined by the Director of Public Services, and further provided that the remaining senior employees and/or retreating employees have the necessary job skills, ability and qualifications to perform the variety of tasks required of that classification. In the event of a situation where the Department Director ascertains that Department efficiency would be impaired by lay-off of a less senior employee, the County may retain that employee. A retreating employee shall maintain his seniority and be paid at the wage range of the lower classification to which he is retreating at a level which shall be determined by the accumulation of his seniority in both positions (*i.e.*, the position he was laid off from and the position he is retreating to). An employee "bumped" by a retreating employee shall have the right to also retreat in compliance with the preceding procedure. Employees shall be provided with two (2) weeks' notice of their lay-off status.

14.2 Recall:

14.2.1 In the recall of employees the last person laid off in the job classification will be recalled first, provided that said employee is qualified to perform the work needed in a satisfactory manner. Employees laid off will be eligible for recall for a period of one (1) year from the date of lay off. Employees shall notify the Employer, in writing, of their current address. An offer of recall shall be in writing and sent by certified mail to the last known address of the employee. The employee shall have been deemed to have received notice within three (3) working days after the County mailed said notice. An employee so notified must indicate his/her acceptance of said recall within five (5) calendar days of receipt of notice and shall be back on the job within five (5) calendar days of acceptance of said offer or forfeit all recall rights under this article.

14.2.2 Employee rehired within twelve (12) months after layoff will have his previously accrued seniority prior to layoff restored; however, no time will accrue during the period in which the employee was on a layoff status.

ARTICLE XV - DISCIPLINE

- 15.1 The Public Services Director or his designee may discipline an employee for just cause. Illustrative examples of just cause are provided in Section 2.70.110, paragraph A of the Yakima County Personnel Rules and Regulations which is not intended to provide an all inclusive list of actions constituting just cause.
- 15.2 The disciplinary actions which the Public Services Director or his designee may take against an employee include the following:
- 15.2.1 Oral reprimand;
 - 15.2.2 Written reprimand;
 - 15.2.3 Suspension from work without pay;
 - 15.2.4 Demotion;
 - 15.2.5 Discharge or termination.

The disciplinary action taken is dependent upon the seriousness of the affected employee's conduct, as determined by the Public Services Director or his designee. The Director or his designee may, but is not required to, utilize progressive discipline where the Director makes a determination that the circumstances warrant imposition of a more severe form of discipline.

- 15.3 Prior to the conclusion of an investigation that may lead to disciplinary measures, the employee shall be notified in writing of the allegations and given the opportunity to meet with the Employer and Union Representative or Steward in order to provide any explanation.
- 15.4 The Employer may suspend without pay or discharge an Employee for just cause. If the Employer determines that circumstances exist which may result in the suspension without pay or discharge of an Employee, the Employer will notify the Employee of the facts and circumstances which could lead to the Employee's suspension without pay or discharge. The Employer will establish a reasonable date and time for a pre-disciplinary meeting in order to review the facts and circumstances and to provide the Employee an opportunity to explain their side of the situation and/or provide additional information or evidence. The Employee is entitled to union representation during this process. After the pre-disciplinary meeting, the Employer will make a determination as to whether or not the Employee should be disciplined and the appropriate level of discipline.
- 15.5 When the Public Services Director or his designee determines that circumstances are such that the retention of the employee will likely result in disruption of County programs, damage to or loss of County property or be injurious to the County employee, fellow employees, members of the public and/or the services provided by the County, the Public Services Director or his designee may discharge or terminate the employee immediately.

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

- 15.6 The Public Services Director or his designee may suspend an employee for just cause as specified in this Article. An employee may not be suspended for more than thirty (30) working days.
- 15.7 In cases of suspension, the specific charges and duration, where applicable, shall be made available to the employee in writing by the County not later than one (1) working day after the action became or becomes effective.
- 15.8 Untimely notice of disciplinary action as referenced in 15.5 and 15.7 shall not affect the validity of said disciplinary action.
- 15.9 When existing work rules are changed or new rules are established, the Public Services Director or his designee shall notify the Union of such changes and they shall be posted prominently on bulletin boards for a period of seven (7) calendar days before becoming effective, except for work rules of an emergency nature. Employees shall comply with all existing rules that are not in conflict with the express terms of this Agreement provided the rules are uniformly enforced.
- 15.10 Employees shall be apprised of charges or complaints by a third party which the County may consider damaging to the employee's work record. If the County initiates formal disciplinary action, not including investigatory action in response to third party allegations, specific information in said allegations shall be made available to the employee.
- 15.11 Administrative Leave: At the discretion of the Director or his designee, an employee may be placed on Administrative Leave with pay and benefits pending investigation of allegations of misconduct, when the nature of the allegation compromises the ability of the employee to perform his/her duties. Administrative Leave with pay is not a disciplinary action. If the charges are substantiated, disciplinary action will be taken in accordance with the nature of the offense. If the charges are unfounded, the employee will be restored to duty and provided a letter of exoneration.

ARTICLE XVI - PAID TIME OFF (PTO) LEAVE

- 16.1 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 is not available to the employee until after having served thirty (30) consecutive days of employment.
- 16.2 Accrual: Employees earn a PTO leave for their first month of employment if they are placed on the payroll on or before the fifteenth (15th) of the month and work continuously through the rest of that month. Terminating employees do not receive PTO leave credit for the month in which they terminate unless they actually work continuously through the fifteenth (15th) of the month in which they terminate.

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 month by month.

PTO leave is granted to County employees for longevity. Anniversary dates for the accrual of PTO leave hours shall be adjusted for breaks in service or periods when employees are on authorized leave without pay.

16.3 PTO leave shall be accumulated and credited in the following manner:

16.3.1 Employees with less than two (2) years of service earn PTO leave at the rate of 10.00 hours per month for a 40 hour week.

16.3.2 Employees who have served two (2) years (24 months) will, on their anniversary date, begin earning PTO leave at the rate of 12.00 hours per month for a 40 hour week.

16.3.3 Employees who have served three (3) years (36 months) will, on their anniversary date begin earning PTO leave at the rate of 13.34 hours per month for a 40 hour week.

16.3.4 Employees who have served five (5) years (60 months) will, on their anniversary date, begin earning PTO leave at the rate of 14.67 hours per month for a 40 hour week.

16.3.5 Employees who have served ten (10) years (120 months) will, on their anniversary date, begin earning PTO leave at the rate of 16.67 hours per month for a 40 hour week.

16.3.6 Employees who have served fifteen (15) years (180 months) will, on their anniversary date, begin earning PTO leave at the rate of 18.00 hours per month for a 40 hour week.

16.3.7 Employees who have served twenty (20) years (240 months) will, on their anniversary date, begin earning PTO leave at the rate of 20.00 hours per month for a 40 hour week.

16.4 Computation of Payment/Use: PTO leave may be charged in quarter hour increments. One (1) day is equal to eight (8) hours or ten (10) hours based on the employee's regularly scheduled work day.

16.4.1 All accumulated PTO leave is paid when an employee leaves employment of Yakima County for any reason, provided 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.

- 16.4.2 PTO leave must be requested in advance and is subject to the approval of the Director of Public Services or his designee, provided said PTO leave will not be unreasonably denied.
- 16.4.3 With the approval of the Director of Public Services or his designee(s), an employee may take any portion of their PTO leave at any time, provided that such employee shall not be permitted to use PTO leave in excess of their accrued balance. Any leave taken prior to accrual of such leave shall be considered as an unauthorized absence from work and may subject the employee to disciplinary action as well as deduction from the employee's monthly paycheck.
- 16.4.4 PTO leave may be used for any purpose, however employees must comply with the leave request/reporting requirements for leave used in conjunction with state and federal family medical leave laws. If possible, an employee requesting PTO must make a written request in advance. The supervisor shall consider the request and shall approve or deny it. A medical statement/release may be required before the employee is permitted to return to work, if the employee has been absent more than three (3) consecutive days due to the employee's injury or illness.
- 16.4.5 PTO leave use will be approved when conditions of the Federal Family and Medical Leave Act, Washington Family Leave Act and/or Washington Family Care Act are met.
- 16.5 PTO Leave Sharing Program for Catastrophic Illness. A leave contribution program is established to permit employees to transfer a specified amount of PTO leave to another employee of Yakima County.

The recipient employee must:

- a) have an extraordinary or serious illness or injury, or
- b) have a parent, spouse, a state registered domestic partner, or child as defined in the County Family and Medical Leave policy, who has an extraordinary or serious illness or injury which requires the employee's attendance or direct care; and
- c) have depleted or shortly will deplete all leave reserves (PTO leave, sick leave or compensatory time); and
- d) have diligently attempted to accrue PTO leave; and
- e) not be eligible for industrial insurance or other disability leave benefits.

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

The donating employee may not request a transferred amount that would result in his or her leave balance falling below ten (10) days. Unused leave is returned to donating employees on a pro rata basis. The Human Resources Department shall administer this provision.

ARTICLE XVII - SICK LEAVE/EXTENDED SICK LEAVE (ESL)

17.1 Definitions:

- 17.1.1 “Adult child” means a child who is eighteen years of age or older.
- 17.1.2 “Brother” means a male having the same parent as an employee.
- 17.1.3 “Child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*.
- 17.1.4 “Grandparent” means a parent of a parent of an employee.
- 17.1.5 “Immediate family” means persons related to the employee by blood or marriage or legal adoption, specifically and limited to wife, husband, 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.
- 17.1.6 “Minor child” means a child who is under eighteen years of age.
- 17.1.7 “Parent” means a biological or adoptive parent of an employee or an individual who stood *in loco parentis* to an employee.
- 17.1.8 “Parent-in-law” means a parent of the spouse of an employee.
- 17.1.9 “Sister” means a female having the same parent as an employee.
- 17.1.10 “Spouse” means a husband or wife of an employee, as the case may be.
- 17.1.11 “Health condition that requires treatment or supervision” means:
 - 17.1.11.1 Any medical condition requiring treatment or medication that the child cannot self-administer;
 - 17.1.11.2 Any medical or mental health condition which would endanger the child’s safety or recovery without the presence of a parent or guardian; or

- 17.1.11.3 Any condition warranting treatment or preventative health care such as physical, dental, optical or immunization services, when a parent must be present to authorize and when sick leave may otherwise be used for the employee's preventative health care.
- 17.1.12 "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves any period of incapacity or treatment connected with inpatient care (*i.e.*, an overnight stay) in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment or recovery in connection with such inpatient care; or that involves continuing treatment by or under the supervision of a health care provider or a provider of health care services and which includes any period of incapacity (*i.e.*, inability to work, attend school or perform other regular daily activities).
- 17.1.13 "Emergency condition" means a health condition that is a sudden, generally unexpected occurrence or set of circumstances related to one's health demanding immediate action, and is typically very short term in nature.
- 17.1.14 "Incapable of self-care" means that the individual requires active assistance or supervision to provide daily self-care in several of the "activities of daily living" (ADLs) or "instrumental activities of daily living (IADLs). Activities of daily living include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing and eating. Instrumental activities of daily living include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephone and directories, using a post office, etc.
- 17.1.15 "Physical or mental disability" means a physical or mental impairment that limits one or more activities of daily living or instrumental activities of daily living.
- 17.2 An employee with a sick leave balance as of April 30, 2013, will retain his/her sick leave bank balance. The employee may choose to use sick leave from the bank for any reason specified under Section 17.5 below.
- 17.3 Computation of Payment: Sick leave absences shall be charged at the rate of one quarter (1/4) hour of sick leave for each quarter hour of absence.
- 17.3.1 Part day sick leave shall commence at the time the employee leaves the work area and shall end at the time the employee returns to the work area.
- 17.3.2 Upon separation from employment, any unused sick leave shall be forfeited except in the case of death or retirement under the County's PERS or LEOFF retirement systems. Upon such death or retirement, twenty-five percent (25%) of all of the employee's accumulated sick leave shall be paid to the employee or to his/her estate based on the employee's May 1, 2017, base hourly rate.

- 17.4 Use: Sick leave may not be taken before it is accrued. Sick leave may be taken for any of the following reasons:
- 17.4.1 An employee's illness, injury, or temporary disability that incapacitates the employee to the extent that work can no longer be performed.
 - 17.4.2 An employee's doctor appointment.
 - 17.4.3 Doctor appointments for an employee's minor child.
 - 17.4.4 Doctor appointments for an employee's adult child who is "incapable of self care" because of a "physical or mental disability."
 - 17.4.5 To care for an employee's minor child with a "health condition that requires treatment or supervision" by the employee or an employee's adult child who is "incapable of self care" because of a "physical or mental disability" with a "health condition that requires treatment or supervision" by the employee.
 - 17.4.6 To care for an employee's spouse, parent, parent-in-law or grandparent who has a "serious health condition" that requires treatment or supervision by the employee or an "emergency condition."
 - 17.4.7 To care for an employee's brother, sister, step-brother, step-sister, grandchild, or step-grandchild with a "serious health condition" requiring the attendance of the employee. The use of sick leave in this case shall be limited to a maximum of three (3) days of sick leave for each occurrence.
 - 17.4.8 To care for an employee's aunt, uncle, cousin, niece, or nephew living in the employee's household with a "serious health condition" requiring the attendance of the employee. The use of sick leave in this case shall be limited to a maximum of three (3) days of sick leave for each occurrence.
 - 17.4.9 For bereavement leave for a death in the immediate family. The use of sick leave for bereavement leave shall be limited to a maximum of five (5) days of sick leave for each occurrence.
 - 17.4.10 In the case where an employee is receiving industrial insurance time loss payments due to an on-the-job injury, an employee may request the use of sick leave or PTO leave to compensate for the difference between industrial insurance compensation and full pay. In this case, the employee shall submit evidence of the amount of industrial insurance payment received.
- 17.5 Employees may only use the actual number of days sick leave accumulated.

- 17.6 Sick leave cannot be claimed by an employee on PTO leave or compensatory time, unless the employee immediately notifies the Employer of the illness. Upon return to work, the employee may be required by the Director of Public Services or his designee(s) to present a written doctor's certification stating the nature, extent and length of the illness.
- 17.7 Reporting: An employee, who for any reason must take sick leave shall notify his/her immediate supervisor or Department Head as soon as possible.
- 17.8 A doctor's certification of illness may be required of the employee, at the time the employee returns to work, when absent because of illness or injury of any person for a period of more than three (3) consecutive days.
- 17.9 Extended Sick Leave (ESL)
- 17.9.1 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.
- 17.9.2 An employee is eligible to use available ESL when the employee has:
- an extended illness or injury lasting more than 10 consecutive work days (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.
- The changes will become effective beginning in the payroll period following signature of this CBA by the last signing party.
- 17.9.3 Upon separation from employment with Yakima County, any unused ESL is forfeited without payment.
- 17.9.4 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.
- 17.9.5 **ACCUMULATION OF LEAVE.** ESL is cumulative to a total of thirty (30) working days (240 hours), after which time no additional leave may be earned until the leave balance is reduced through use of leave hours. An employee cannot have more than 240 hours of ESL credit in the bank at any time. The maximum ESL balance shall be pro-rated for employees who regularly work less than forty (40) hours per week.

