

2018-2019

LABOR 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 Department of Corrections Office Clerical and Supervisors

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and
TEAMSTERS LOCAL UNION #760
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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 DEPARTMENT OF CORRECTIONS hereinafter referred to as the "Employer", and TEAMSTERS LOCAL UNION NO. 760, hereinafter referred to as the "Union," 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 Department of Corrections and maintaining harmonious relations between the County, its employees and the Union. To accomplish the foregoing, the parties hereto agree to the following articles within this Agreement.

ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all regular full time and regular part time employees of the Yakima County Department of Corrections, excluding the Director, the Director's Confidential Secretary; Corrections Officers, Corrections Corporals, Corrections Sergeants, Corrections Managers and confidential employees.

ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF

- 3.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after January 1, 2001 shall, on the thirtieth (30th) calendar day following the beginning of such employment become and remain a member in good standing in the Union.
 - 3.1.1 Should bona fide religious convictions of an employee dictate he/she may not join a Union, he/she shall be required to pay an amount equivalent to the Union initiation fee and monthly dues to a non-religious charity mutually agreed upon by the employee and the Union. If such employee pursuant to this Section requests the Union to use the Grievance and Arbitration Procedure on his/her behalf, the Union is authorized to charge the employee for the reasonable cost of using such procedure.

- 3.1.2 In the event an employee fails to apply for or maintain his/her membership in the Union as required in Section 3.1 or 3.1.1 of the Agreement, the Union may give the Employer notice of this fact and fourteen (14) calendar days following receipt of such notice, the service of such employee shall be suspended without pay by the Employer.
- 3.2 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.
- 3.3 When provided a "voluntary check-off" authorization form furnished by the Union and signed by the employee, the Employer agrees to deduct from that employee's pay, the Union's applicable dues and/or service fees, as prescribed in the "voluntary check-off" form. The full amount of monies so deducted from the employee shall be promptly forwarded to the Union by check along with an alphabetized list showing names and amounts deducted from each employee. 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.
- 3.4 Work of the Bargaining Unit shall only be performed by members of the Bargaining Unit, who are in good standing with the local Union, except under emergency conditions or such work is incidental or de minimis.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.1 The Union 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.
 - 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 duties shall be performed by various personnel.
 - F. The parties understand that incidental duties connected with operations, not enumerated in job descriptions, 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 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 Union 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 Union 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.

ARTICLE 5 - UNION RIGHTS

5.1 The Union 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.

5.1.1 The membership of the Union shall not waive nor shall they feel compelled to waive any and all of their rights provided by this Agreement, State Law or Federal Law.

5.2 The Union will have the right to establish a representative within the Bargaining Unit; said representative shall have the right 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 Department. The Union will advise the Employer of the identity of the representative on an annual basis.

5.3 All collective bargaining with respect to wages, hours and working conditions shall be conducted by authorized representatives of the Union and the Employer.

5.4 Up to three (3) stewards will be granted release time without loss of pay for collective bargaining sessions if said sessions are scheduled during said employee's normal working hours.

5.5 Labor/Management Meetings:

5.5.1 Labor/Management meetings may be scheduled at the request of either party to discuss and/or clarify contract administration issues which may include wages, hours and working conditions affecting employees covered by this agreement.

5.5.2 The request shall be sent to the Director, if requested by the Union. If requested by the Director, the request shall be sent to Teamsters Local #760. Meetings may be scheduled at a mutually agreeable time, but not later than fifteen (15) working days from the date of request for a meeting. Such request shall be in writing and contain the items at issue.

- 5.5.3 Disposition of matters covered in a labor/management meeting shall not contradict, add to, or otherwise modify the terms and conditions of this agreement unless both parties are represented and agree by their principal labor representatives (Director of Corrections, Human Resources Director, and Union Representative). Such agreement shall be reduced to a Memorandum of Understanding (MOU) between the parties.
- 5.5.4 Meeting shall be scheduled at times most convenient to the participants, and participants shall experience no loss of salary, provided that no more than three (3) members of the Union shall participate. The Director may approve attendance by more than three (3) Union members at labor/management meetings.
- 5.6 An employee who becomes the subject of an internal investigation which could result in the filing of criminal charges and/or disciplinary action will be advised, in writing, within seventy-two (72) business hours of the initiation of any such investigation. Notifying an employee of an internal investigation is not required when said notification may compromise a criminal investigation. Discipline will be carried out in accordance with the Articles of this Agreement regarding discipline and disciplinary procedures.

ARTICLE 6 - DEFINITIONS OF EMPLOYEES

- 6.1 **Regular Full-time Employee:** A regular employee is a full-time employee who has served his 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 he may be discharged without any recourse.
- 6.3 **Regular Part-time Employee:** A regular part-time employee is one who has served his 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.

ARTICLE 7 - SENIORITY, LAYOFF, AND RECALL

- 7.1 **Seniority:**
- A. "Classification seniority" or similar terms used in this Agreement means all service within the affected classification together with all service in higher classifications since the last

date of hire.

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 Union with copies of the 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) working days or less, and all time on paid leave status. Employees shall not accrue seniority, PTO or ESL for periods of unpaid leaves of absence, layoff, or disciplinary suspension that exceed 50% of the employees scheduled hours for the pay period. The employee's seniority date, leave accrual date and increment anniversary date will be adjusted; however, employees in such categories shall not lose seniority accrued prior to the commencement of the unpaid status.
- 7.4 Ties in 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 Employer will lay off within the affected classification the employees in the reverse order of their seniority. The employee may exercise his or her seniority to bump the most junior employee regardless of classification, provided that the remaining employees meet the minimum qualifications to enter the position. If an employee in exercising his or her bumping rights as outlined in this article bumps a junior employee in a higher pay band, he or she must enter that higher pay band at Step 2 or at the pay step held by the employee being bumped, whichever is lower in pay. Employees bumping into a lower pay band will go to the closest pay step without increasing his or her pay.
- 7.6 The Employer shall provide each affected employee with thirty (30) calendar days notice of any anticipated layoff or recall, and at the same time send a copy of the notice to the Union.
- 7.7 Employees laid off or reduced in classification as a result of reduction in force, 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 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 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.

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

- 8.1 Notices of opening(s) in positions covered by this Agreement shall be posted at appropriate Employer locations and a copy sent to the Union. The notices will contain a description of the job, the qualifications, wage rates, and hours of work. Employees who have been laid off and are in recall status shall be offered the opportunity of a vacant position subject to seniority and qualifications prior to a position being filled from outside the bargaining unit.
- 8.2 Notices of opening(s) in positions covered by this Agreement shall be posted at appropriate Employer location(s) for a period of not less than ten (10) calendar days. An attempt will be made to contact and advise employees on PTO or any other leave as well. The notices will contain a description of the job, the qualifications, wage rates, and hours of work.
- 8.2.1 Application forms for the open position(s) will be available to bargaining unit employees at the Employer's human resources office 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. First consideration shall be given to employees in this bargaining unit. In the event no current bargaining unit member applies, consideration shall be given to the other applicants. Screening and testing will be carried out by the Yakima County Human Resources. Where qualifications are substantially equal, seniority shall break all ties.
- 8.3 Whenever practicable, transfers shall be preceded by a thirty (30) calendar day notice to the affected employee. Employees that accept a lateral transfer shall not be eligible to apply for another lateral transfer for six (6) months from the date of the transfer. Employees that accept a lateral transfer and return to their former position shall not be eligible to apply for another lateral transfer for six (6) months from the date they transfer back to their former position.
- 8.4 Trial Period: Current employees covered by this Agreement who have been awarded a promotion as a result of making application to such, shall have six (6) calendar months in which the Employer will make every reasonable good faith effort, upon the employee's request, to return the employee to their former position. If the Employer is not able to return the employee to their former position, the Employer will attempt to locate a position within the employee's former classification. In the event said employee is not performing to the required levels of such position within six (6) calendar months of being awarded such, the Employer will make every reasonable good faith effort to return the employee to their former position. If the Employer is not able to return the employee to their former position, the Employer will attempt to locate a position within the employee's former classification.

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

- 9.1 Sick Leave: Effective January 1, 2013, sick leave ceased to accrue.
- 9.2 Eligibility: Sick leave is available to employees after having been employed one (1) calendar month.
- 9.3 Computation of Payment: Sick leave may be charged in quarter (1/4) hour increments. Sick leave

absences are charged at the rate of one quarter (1/4) hour of sick leave for each quarter hour of absence.

- A. 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.
- B. Upon separation from employment, any unused sick leave shall be forfeited and will not be paid as separation pay, except in the case of death or retirement under the County's PERS or LEOFF retirement systems. Upon such death or retirement, twenty-five percent (25%) of all the employee's accumulated sick leave shall be paid to the employee's HRA VEBA or to his/her estate. Payment of accumulated sick leave is determined by multiplying the employee's base hourly rate times twenty-five percent (25%) of the employee's accumulated sick leave hours. All payments of accumulated sick leave are based on the employee's April 1, 2017 base hourly rate.

9.4 Use: Employees may only use the actual number of hours of sick leave accumulated. Sick leave may be taken for any of the following reasons:

- A. Illness or injury or temporary disability (such as during pregnancy) which incapacitates the employee to the extent that work can no longer be performed.
- B. Doctor appointments for employee or dependents under the age of eighteen (18).
- C. When the employee's attendance is required to care for the employee's spouse, registered domestic partner, child, step-child, foster child, parent, parent-in-law or grandparent with a health condition requiring treatment or supervision, or for emergency purposes. An employee may use accrued sick leave if the employee's attendance is required to care for a brother, sister, grandchild, or step-grandchild, which leave shall be limited to three days in any one instance. Sick leave may not be used to care for an aunt, uncle, cousin, niece or nephew, unless living in the employee's household, in which case the three day limitation would apply.

Each instance means "condition or period of illness". Thus, for one individual, there possibly could be allowed three days, or there can be recurring periods of illness such as in chronic cases.

- D. Whenever an employee is on approved PTO leave and becomes sick or disabled so as to prevent his employment if not on PTO leave, he may charge such absence to accumulated sick leave upon a doctor's written certification stating the nature, extent and length of illness or injury.
- E. Any employee may use accrued sick leave to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision.
- F. Any employee may use up to three (3) days of sick leave when the employee's grandchild or step-grandchild undergoes a surgical procedure that requires scheduled hospitalization,

or surgical out-patient treatment.

- G. Employees may use five (5) days of sick leave for bereavement leave for a death in the immediate family. "Immediate family" includes only persons related by blood or marriage or legal adoption, specifically and limited to wife, husband, registered domestic partner, parent, parent-in-law, grandparent, brother, sister, child, stepchild, foster child, grandchild or step-grandchild of the employee, not aunt, uncle, cousin, niece or nephew unless living in the employee's household.
- H. The Union and Employer agree to comply with the provisions of the Federal Family Medical Leave Act.

9.5 Reporting: Any employee, who for any reason, must take sick leave shall, as soon as possible, notify his/her immediate supervisor or the Director. 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 in excess of twenty-four (24) consecutive work hours. In the event the Employer has reason to believe there is a misuse of sick leave through a pattern of use or some other means, the Employer may require an employee who has utilized less than twenty-four (24) consecutive hours of sick leave to present a physician's certification of the employee's illness. An employee found to have abused the provisions of sick leave by falsification or willful misrepresentation may be subject to disciplinary action.

9.6 Extended Sick Leave (ESL): Effective January 1, 2013, the ESL bank will be implemented.

9.6.1 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.

9.6.2 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 the CBA by the last signing party.

9.6.3 Upon separation from employment with Yakima County, any unused ESL is forfeited without payment.

9.6.4 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.

9.6.5 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.

9.6.6 COMPUTATION OF PAYMENT. ESL shall be charged in quarter hour increments. ESL is charged at a rate equal to the number of work hours absent from the normally assigned shift.

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

9.6.7.1 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. Leave may not be taken before it is accumulated.

9.6.7.2 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 family medical leave laws. If possible, an employee requesting ESL must make a written request in advance. 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.

9.7 Workmen's Compensation: Yakima County is a Self-Insured Employer for Workers Compensation. An employee who is injured on the job and eligible for time loss payments due to the injury, may use PTO leave during the period covered, or the employee may request sick leave to compensate for the difference between time loss compensation and full pay for the period of time loss.

ARTICLE 10 - PREGNANCY 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.

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 33.40.060); 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 seniority. The Employer may grant a leave of absence for a period of up to six (6) consecutive calendar months. Approval for such leave shall be in writing with a copy to the Union.

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, he shall advise his supervisor upon receipt of such call, and if taken from his work for such service, shall receive normal pay while actually performing such service. The employee will sign over to the Employer his 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 his 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 is not available to the employee until after having served thirty (30) consecutive days of employment.
- 14.2 **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.

- 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:

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

14.4 Computation of Payment/Use: PTO leave may be charged in quarter hour increments.

14.4.1 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.

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 vacations as early as possible and have dates approved by the Director or his/her designee.

14.6 Vacation Scheduling: The Employer will provide a full year calendar in a conspicuous location for the purposes of vacation bidding.

14.6.1 Vacation bidding shall commence no later than March 1, of every calendar year, for vacation scheduling from April 1st to March 31st in the following calendar year. The employee may only bid PTO which has already been accrued or will have been accrued by the requested PTO leave date.

14.6.1.1 If the employee does not have sufficient PTO leave available at the time of the requested leave, the requested leave shall be denied and the employee shall not be allowed to use any leave.

14.6.1.2 An employee who has sufficient PTO leave balances at the time of the requested leave may substitute compensatory time or holiday time.

14.6.2 Full week vacation bidding shall be in order of bargaining unit seniority, each employee, including supervisors, shall have five (5) days to bid; however, each employee may bid a maximum of two (2) weeks until such time the seniority list has been exhausted, at which time bidding shall commence in order of seniority a second time, wherein employees shall be allowed to select their remaining available vacation weeks.

- 14.6.3 Upon completion of full week bids, the employees will commence bidding in order of bargaining unit seniority less than full week days off. Each employee will be allowed two picks in the first round of bidding and unlimited picks in the subsequent round of bidding. This process will continue until the seniority list is exhausted and will start over and continue until the bidding process is complete.
- 14.6.4 Leave requests submitted outside the bidding cycle: PTO leave, comp time, and holiday comp time requests must be submitted in writing.
- A. Requests submitted at least 20 days in advance shall be granted on a first come first served basis if an unused leave opportunity is available.
 - B. Requests submitted less than 20 days in advance may be denied. Denied requests may be appealed to the Division Chief.
- 14.6.5 The County shall allow a minimum of two employees per division to take vacation during the same time. However, if a division contains less than five employees, the minimum amount of employees allowed to take vacation during the same time shall be one. In the event granting of vacation creates hardship in meeting administrative need in the division, the supervisor can deny vacation.
- 14.7 No PTO time will be deducted from that accrued to the employee unless he/she actually used that PTO time or agreed to deduction of PTO time in lieu of other discipline.
- 14.8 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 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 an amount transferred that would result in his or 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: January 1 - New Year's Day; 3rd Monday in January - Martin Luther King's Birthday; 3rd Monday in February - Presidents' Day; last Monday in May - Memorial Day; July 4 - Independence Day; 1st Monday of September - Labor Day; November 11 - Veterans' Day; 4th Thursday of November - Thanksgiving Day; the day following Thanksgiving Day; 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 vacation when a holiday occurs shall not have his 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 sick leave accrual charged.
- 15.5 If a holiday occurs on an employee's scheduled day off, he shall be given the day preceding or the day following such holiday or, at the employee's discretion and with the supervisor's approval, an alternate day off. 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 If an employee is required to work a holiday other than Thanksgiving or Christmas, they shall receive their normal monthly salary plus holiday pay or compensatory time, at the employee's discretion, at the straight time rate. Hours worked in addition to the normal shift shall be applied to the employee's overtime/compensatory time record.
- 15.7 All personnel required to work the holidays of Thanksgiving or Christmas 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. Hours worked in addition to the normal shift shall be applied to the employee's overtime/compensatory time record.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

- 16.1 Hours of Work:
- A. The regular work week shall consist of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days not to exceed a total of forty (40) working hours in any given seven (7) day period.
- B. By mutual agreement between the majority of affected employees in a work unit and the director the employer may utilize an Innovative Shift. The work week may consist of forty (40) hours of work in any given seven (7) day period.
- 16.2 Meal Periods: Employees working an eight (8) hour day or a ten (10) hour day will receive one duty free meal period of a minimum of 30 and a maximum of 60 minutes. The meal period shall

be taken in accordance with WAC 296-126-092.

- 16.3 Rest breaks or coffee 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) hour shift. Employees shall receive an additional fifteen (15) minute break after each additional two (2) hours of work
- 16.4 The shift schedule shall be determined by the Employer. All shifts shall have a consistent start time throughout the length of a schedule. The Employer shall give at least fourteen (14) 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 in written form and an attempt made to contact the individual(s) advising them of the change.
- 16.5 Employees may change shifts when unforeseen circumstances arise provided they first request and receive approval from the Director or his 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 Director 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 Director 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, sick, holiday and compensatory time. The employee may, at his 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 sixty (60) hours of compensatory time from one (1) calendar quarter to the next, but can carry only five (5) work days worth (maximum of 40 hours) of comp time from one calendar year to the next.
- 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 At Home Calls: Employees called at home shall receive a minimum of 15 minutes pay at straight time per call or time worked at the applicable overtime rate, whichever is greater. A call log must be completed for each call including:
- Time call is initiated
 - Time call is completed
 - Name of caller
 - Reason/nature of the call
- 16.10 Callout: An employee who is required to return to work after having completed his/her regular shift, and having left the premises, shall be paid for a minimum of two (2) hours at time and one

half. An employee who is required to return to work on his/her regularly scheduled day off shall be paid a minimum of two (2) hours pay at time and one half. All time actually worked shall apply for overtime purposes. In the case of a call back that requires the employee to work less than two (2) hours, by mutual agreement between the employee and the employer, the employee may leave at the time his or her work is completed; however, the employee will only be paid for time actually worked.

- 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 regular duty hours shall be paid for a minimum of two (2) hours at the applicable rate. An employee who is required to return to work on his/her regularly scheduled day off shall be paid a minimum of two (2) hours pay. Only time actually worked shall apply for overtime purposes.
- 16.12 Voluntary Overtime: The Director or designee will notify eligible employees of anticipated available overtime. Assignment of such overtime will then be offered by the Director or his designee in seniority order within job section. 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 his 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 Director will endeavor to schedule mandatory training for employees within their normal shift assignments.
- 16.14 Personnel who are scheduled for "on-call" duty shall be compensated on the basis of four (4) hours pay or compensatory time off for twenty-four (24) consecutive hours of "on-call" duty at the election of the employee. Only time actually worked shall apply for overtime purposes.
- 16.15 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.

ARTICLE 17 - DISCIPLINE

- 17.1 The Director or his designee may discipline an employee only for just cause inclusive of such events as may be deemed to be just cause as set forth below, 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.
- (a) Incompetency, inefficiency, or inattention to, or dereliction of duty.
 - (b) Dishonesty, intemperance, immoral conduct, insubordination, discourteous treatment of the public, or a fellow employee, or any other act of omission or commission tending to injure the public service; or any other willful failure on the part of the employee to properly conduct himself; or any willful violation of the provisions of Chapter 41.14 RCW or these rules and regulations.
 - (c) Mental or physical unfitness for the position which the employee holds.
 - (d) Drunkenness, or use of intoxicating liquors, narcotics, or any other habit forming drug, liquid,

or prescription to such extent that the use thereof interferes with the efficiency or mental or physical fitness of the employee, or which precludes the employee from properly performing the function and duties of any position.

- (e) Wantonly offensive conduct or language toward the public or fellow officers or employees.
- (f) Conviction of a felony, or a misdemeanor involving moral turpitude.
- (g) Carelessness or negligence in the use of county cars or property.
- (h) Willful violation of any lawful and reasonable regulation, order or direction made or given by a superior officer where such violation has amounted to insubordination or has resulted in loss or injury to the county or to the public.
- (i) Failure to pay or make reasonable provision of payment of just debts.
- (j) Promotion by any officer or employee of disaffection among fellow officers or employees.
- (k) Any other act or failure to act which in the judgment of the Commission is sufficient to show the offender to be an unsuitable and unfit person to be employed in the public service.

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.

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. An employee may be suspended without pay when said employee has first received one (1) written reprimand relating to said employee's previous work or conduct. An employee may be discharged when said employee has first received a suspension relating to said employee's previous work or conduct. 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 Director may immediately suspend or discharge an employee for a serious event which presents just cause for discipline.

17.5 The Employer may discipline an employee for just cause. Notice of said disciplinary action shall be provided to the employee and Union 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 and written records of oral 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 period.

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 subject to the Director's approval. Copies of written reprimands, suspensions, demotions or discharge notices shall be sent to the Union at the time said notices are given to an employee.
- 18.1.1 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.
- 18.1.2 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 with or 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 Union representative prior to responding, said employee will be provided a reasonable time not to exceed three (3) working days for such response. If the Director determines that circumstances exist requiring immediate action, the Director shall have the right and authority to immediately suspend the employee with pay pending the investigation and pending the provisions above. If the employee fails to respond to the charges within the time period referenced above, the Director is free to implement the disciplinary action he feels is appropriate under the circumstances.
- 18.2.1 In the event dismissal of an employee becomes imminent and the Director determines an alternative to said dismissal is the employee's resignation, said employee will be provided a reasonable opportunity to confer with the Union 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 the grievance procedure in accordance with Article 19.
- 18.4 The provisions of Article 17 and 18 do not apply to probationary employees. Said employees may be discharged without cause and without any recourse.

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 a grievance within ten (10) 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. The employee shall have the option of being accompanied by his Union representative, or representative of his own choosing, if he 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 hereinabove and the following procedure, which in any case, shall be done within ten (10) calendar days of the date of disciplinary action or within thirty (30) calendar days from the date of another type of occurrence.
- 19.5 Union or Employer Grievance: The Union 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 supervisor within thirty (30) calendar days from its occurrence. The supervisor shall respond in writing within twenty (20) 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 supervisor within ten (10) calendar days from the disciplinary action. Since disciplinary action is not final unless approved by the Director, the grievance may be presented in written form within ten (10) 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 ten (10) calendar days of the response in Step 1, above, the grievance in written form shall be presented to the Director. Thereafter, the Director shall respond in writing to the aggrieved employee within ten (10) calendar days after receipt of the grievance. If it is a Union grievance in accordance with Section 19.5 above, said grievance in written form, shall be presented to the Director. Thereafter, the Director shall respond in writing to the Union within ten (10) calendar days after receipt of the grievance. If the subject matter of the Union grievance relates to budgetary issues, then the Union 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 Union within ten (10) 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 General Teamsters Local No. 760. Thereafter, the Secretary-Treasurer shall respond in writing to the Employer within ten (10) 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 ten (10) 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 American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) or 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 twenty (20) days from the date of selection. The arbitrator shall render a decision within fifteen (15) 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, and Industrial Insurance, as required, at the prescribed rate, by law.
- 20.2 Effective as designated below, the Employer shall pay each month into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit, for each hour that is paid to them.

Department of Corrections Clerical

Effective Date	Basic Contribution Rate	PEER 84 Contribution Rate	Total Contribution Rate
01/01/2015	\$0.94	\$0.06	\$1.00

Department of Corrections Supervisors

Effective Date	Basic Contribution Rate	PEER 84 Contribution Rate	Total Contribution Rate
01/01/2015	\$1.71	\$0.11	\$1.82

- 20.3. The contribution required to provide the Program for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for the PEER must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time during the term of this agreement.
- 20.4. The parties recognize that pension contributions made by the Employer on behalf of the employees in this bargaining unit to the Western Conference of Teamsters Pension Trust, are considered an employee tax deferred contribution to a qualified retirement plan. Therefore, such contributions are not considered reportable wages or earnings for tax purposes.

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 Effective January 1, 2018, the County's contribution and allocation for medical, dental, vision and life insurance shall be up to a maximum of \$883.00.

- A. The Washington Teamsters Welfare Trust Plan C (medical), UEBT Dental Plan D5, UEBT V3 (Vision) shall be the only plan available to members of the bargaining unit.
- B. The maximum employer contribution towards the premium is specified in Section 22.1 above and the employee shall pay the difference between the employer maximum contribution and the total premium rate.
- C. The eligibility threshold for requiring an employer contribution for a bargaining unit employee is forty (40) hours worked in a month. Hours worked includes regular hours and overtime hours worked by the employee in a given calendar month.
- D. Individual employees may choose to waive coverage; however, the employee contribution rate must be paid by all employees.

- 22.1 Said insurance shall be for employee and dependent medical, dental, vision and life insurance.
- 22.2 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 Union 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.
- 22.3 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 Union and employees shall comply with said changes if requested to do so by the Employer.
- 22.4 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 Union and/or the employee.

ARTICLE 23 - PAY ARRANGEMENTS

- 23.1 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. Pay day will be the 10th of the month following the period end. 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.
- 23.2 Employees shall be paid in conformity with the County's payroll system. There shall be no deductions other than required by law or authorized by this Agreement, or authorized in writing by the employee.
- 23.3 Each employee shall receive an itemized statement of earnings and deductions, specifying his wage rate, hours paid, and other compensation payable to him as well as any and all deductions from his gross wages for the pay period.
- 23.4 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.

23.5 Any employee who is specifically assigned in writing to work in a higher wage rated classification than that in which he is employed, for eight (8) consecutive hours, will receive the hourly rate for the higher classification which will provide an increase in pay. If reasonably available, persons assigned to work at such positions should be from a list of eligible employees for promotion to that classification at the time of service.

ARTICLE 24 - EDUCATIONAL INCENTIVE - CONTINUED EDUCATION

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

- A. They receive prior approval of the Director;
- B. Course work is completed in a field of study approved by the Director;
- C. A final passing or better grade for the course (e.g. 2.0 on a 4.0 scale, or 70% on a 100% scale, etc.);
- D. The employee is not 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. 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 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 Director 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.

24.5 When employees are required by the Employer to attend continued education or departmental training, the Employer shall make every reasonable good faith effort to schedule such training during the employee's regularly scheduled shift or adjust said employee's shift to provide said training during the adjusted shift.

ARTICLE 25 - GENERAL PROVISIONS

25.1 No employee shall be unlawfully discriminated against for upholding Union principles and activities provided such activities do not interfere with the employee's duties.

- 25.2 Union Investigation and Visitation Privileges: The Business Representative of the Union will notify the Director or his designee of on-site visitations with the Director. The representative shall limit his activities to matters relating to this Agreement; provided, however, he will not interfere with the operation of the normal routine of the Department.
- 25.3 Teamsters Local Union #760 shall be entitled to the use of the employee bulletin board, at the Employer work locations.
- 25.4 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.
- 25.5 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.
- 25.6 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.
- 25.7 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.
- 25.8 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 Union. In the event the Union 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.
- 25.9 The Union recognizes the right of the Employer to establish reasonable Employer rules as he may deem necessary, provided that such rules are lawful. Employees shall be made aware of such rules established by the Employer.
- 25.10 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 Union 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. In the event the County chooses to transfer, contract or subcontract the work performed by members of the bargaining unit covered by this Agreement for economic reasons, the Union will be given the opportunity to submit in writing a

financial resolution. If the Union is able to submit a resolution that is cost neutral or saves the County money, the County will not subcontract the bargaining unit work in question.

- 25.11 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.
- 25.12 Union Meetings: Recognizing the parties are mutually served by effective communications, the Director may allow employees time off without pay or to reschedule their working day; provided adequate staff is available to assure continuation of essential public services as determined by the Director.
- 25.13 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.
- 25.14 Collective Bargaining: Recognizing the parties are mutually served by effective collective bargaining, the Director will allow three (3) bargaining unit employees to attend scheduled collective bargaining sessions on work time. The Director may approve additional staff to attend if necessary.
- 25.15 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 weekly payroll deduction plan.

ARTICLE 26 - EQUAL EMPLOYMENT OPPORTUNITY

- 26.1 The Employer or the Union shall not discriminate against any individual with respect to terms, conditions or privileges of employment because of race, color, religion, national origin, age, sex, sexual orientation, mental, physical, or sensory handicap, except as allowed or provided by law.

ARTICLE 27 - PERSONNEL FILES

- 27.1 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 Yakima County Human Resources Department and the Department of Corrections. It is further agreed that the information in employee personnel files shall not be released to outside groups without the approval of the Director except under proper Court order or as otherwise required by law.

- 27.2 An employee shall be notified and receive a copy of material placed in his personnel file relating to job performance or personal character within ten (10) calendar days of such action.
- 27.3 An employee may request that material other than yearly evaluations be expunged from his file. Decisions on such requests shall be made by the Director.
- 27.4 Upon appropriate request, an employee may inspect his personnel file subject to the following provisions:
 - A. Inspection shall occur during non-working hours, including lunch 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 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 to the employee upon written request.

ARTICLE 28 - SAVINGS CLAUSE

- 28.1 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 29 - NO STRIKE - NO LOCKOUT

- 29.1 Strikes, slowdowns, work stoppages, or any other interference with the work by the employees are prohibited.
- 29.2 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.
- 29.3 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.
- 29.4 No lockout of employees shall be instituted by the Employer.

ARTICLE 30 - UNIFORM AND EQUIPMENT SUPPLY AND UNIFORM CLEANING

- 30.1 The County shall provide an initial compliment of uniform clothing and equipment to employees. The basic initial compliment of uniform clothing and equipment for employees shall be as follows:
- A. One (1) Blazer/Sweater
 - B. Two (2) Vests
 - C. Three (3) Long Sleeve Shirts and Three (3) Short Sleeve Shirts; or any combination of six (6) shirts
 - D. One (1) Badge
 - E. Two (2) Name Pins
 - F. A shoe allowance per year not to exceed \$150.00
 - G. Three (3) pair of pants

The County shall provide any change in items of uniform clothing and equipment mandated by the Director. Uniforms shall initially be altered as needed without cost to the employee.

- 30.2 Probationary employees will be given the complement of uniform clothing and equipment the Director determines is necessary to perform their duties and responsibilities.
- 30.3 The County agrees to repair or replace defective and/or unserviceable uniform clothing or equipment. The determination as to defects or unserviceability shall be made by the Director or administrative staff.
- 30.4 Uniform Cleaning. The County agrees to provide for a contract cleaning arrangement whereby pickup service will be available. Cleaning shall be authorized for all uniforms worn in the course of employment. The County shall determine which cleaner will do cleaning and make disbursements directly to the contract cleaner(s). Pre-trial employees will have access to the County's paid dry cleaning.

ARTICLE 31 – SALARIES

- 31.1 The pay plan structure for bargaining unit employees is set forth in Appendix "A", which is attached hereto and incorporated herein by reference.
- 31.2 The Pay Plan(s) effective for 2018-2019 are set forth in Appendix "B" which is attached hereto and incorporated herein by reference. The pay plan reflects allocation of all positions in the bargaining unit, within the Decision Band Method Classification structure.
- 31.3 Should any non-interest arbitration bargaining unit negotiate a salary increase greater than what is set forth in this Agreement, either party may reopen Article 31 – Salaries during the term of this Agreement.
- 31.4 Effective April 1, 2018, the Employer will implement a two percent (2%) general increase to the Pay Plan.

31.5 Effective April 1, 2019, the Employer will implement one increment for 2019 only. Employees hired on or before October 1, 2018, shall be eligible to advance one increment, if available, effective April 1, 2019. An increment is “available” if the employee has not reached the maximum increment allowed as set forth in Appendix “A,” 3, which is attached hereto and incorporated by reference. Employees hired after October 1, 2018, shall not be eligible for an increment advancement in 2019. For 2019 only, employees at Increment 14 before April 1, 2019, shall receive a one-time lump sum payment based on point eight four percent (0.84%) of their annual salary less normal deductions. This one-time lump sum payment will be paid in April earnings, May 10th paycheck. The Elected Official, Department Head, 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 after April 1, 2019.

No employee shall receive an increment advancement after April 1, 2019.

All calculations shall be determined by the Human Resources Department.

31.6 Effective 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 survey conducted by the HR Department, as addressed in Appendix 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.

31.6.1 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.

31.6.2 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 32 - TERM OF AGREEMENT

32.1 This Agreement shall become effective as of the first (1st) day of January, 2018, and shall remain in full force and effect through the thirty-first (31st) day of December, 2019. 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.

32.2 If the parties have not reached agreement then either party may request a mediator from the Public

Employment Relations Commission (PERC). The determination of the mediator shall be advisory only and not binding on either party.

- 32.3 In the event that negotiations for a new agreement extend beyond the 31st day of December, 2019, the terms of this Agreement shall remain in full force and effect during the negotiation and mediation process.
- 32.4 The parties shall start negotiations in July 2019, for the successor 2020 and perhaps beyond. CBA negotiations shall be conducted on mutually agreeable dates.

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

Dated this _____ day of _____, 2018.

FOR THE UNION:

Leonard Crouch, Secretary-Treasurer
General Teamsters Local 760

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

:

FOR THE EMPLOYER:

BOARD OF YAKIMA COUNTY COMMISSIONERS

Ron Anderson, Chairman
Board of County Commissioners

Michael D. Leita, Commissioner

J. Rand Elliott, Commissioner

Ed Campbell
Director, Department of Corrections

Jacqui Lindsay
Director of Human Resources

APPENDIX “A”
YAKIMA COUNTY TEAMSTERS LOCAL 760
DEPARTMENT OF CORRECTIONS
2018, 2019 PAY PLAN STRUCTURE

1. Effective January 1, 2018, the pay plan structure shall be as follows:
 - A. The range for each Band, Grade, and Subgrade (i.e. B22, B23, B24, etc) will be divided into 14 data points. The percent change between adjacent data points will be equal.
 - 1) Employees hired after December 31, 2012 may not progress above the ninth increment of their respective pay range for DBM levels A01, A11, A12, and A13.
 - 2) Employees hired after December 31, 2012, may not progress above the tenth increment of their respective pay range for DBM levels B21, B22, B23, B24 and B25.
 - 3) Employees hired after December 31, 2012, may not progress above the eleventh increment of their respective pay range for DBM levels C41, C42, C43, and C44.
 - 4) Employees hired after December 31, 2012, may not progress above the twelfth increment of the pay range for DBM level C45.
 - B. The first data point will represent the Market Entry Salary. The fourteenth data point will represent the Maximum Salary.
2. Effective April 1, 2018, the Employer will implement a two percent (2.0%) general increase to the Pay Plan.
3. Effective April 1, 2019, the Employer will implement one increment for 2019 only. Employees hired on or before October 1, 2018, shall be eligible to advance one increment, if available, effective April 1, 2019. An increment is “available” if the employee has not reached the maximum increment allowed as set forth in 1.(a) above. Employees hired after October 1, 2018, shall not be eligible for an increment advancement in 2019. For 2019 only, employees at Increment 14 before April 1, 2019, shall receive a one-time lump sum payment based on point eight four percent (0.84%) 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, 2019.

Topped Out One-Time Allocation Options		
2019 Increment		
DBM	0.8393%	
A13	\$365	0.8393%
B21	\$395	0.8393%
B25/B32	\$536	0.8393%
Average/Total		0.84%
* Based on an 8.0 hour per day employee		

4. No employee shall receive an increment advancement after April 1, 2019.
5. All calculations shall be determined by the Human Resources Department.

Salary Surveys: Pay ranges in the Yakima County compensation structure are determined by a comparison of Yakima County benchmark positions to the comparable labor market. The comparable labor market has been changed effective beginning in 2018 to only the following counties: Benton, Grant, Kitsap, Spokane, Thurston and Whatcom. Beginning in 2018, the Yakima County Benchmark positions have been reduced from seventy-seven (77) to thirty-seven (37) positions. Determination of the market for each pay range is established by salary survey the comparable counties and use of regression analysis methodology to establish a trend line for the Yakima County Benchmark classifications in the Decision Band Method classification structure. The market survey includes benchmark classifications for each occupational group as well as classifications with an existing market premium. Detailed market surveys will be conducted at least every two years for only informational purposes. Abbreviated market surveys of limited benchmarks, as determined by the HR Department, will be conducted every year for only informational purposes. Salary Survey information is intended to be used prospectively and shall not be used in establishing pay plans for the same year during which the salary survey is conducted. The Union will receive a copy of the completed survey for their review within one (1) week of completion. This Salary Survey subject matter is subject to the provisions of Section 31.3.

Job Family	Classification	DBM	Selected
Administration – Clerical	Office Technician	A12	1
Administration – Clerical	Office Support Technician	A13	1
Administration – Clerical	Office Specialist	B21	1
Administration – Clerical	Office Coordinator	B22	1
Administration – Clerical	Office Supervisor	B25	1
Administration – Financial	Financial Technician	A13	1
Administration – Financial	Financial Specialist	B21	1
Administration – Financial	Accountant	C41	1
Administration- Financial	Senior Accountant	C43	1
Administration – Programs	Program Specialist	B22	1
Administration – Programs	Program Analyst	C42	1
Administration – Programs	Senior Program Analyst	C43	1
Appraisal Services	Appraiser	B23	1
Appraisal Services	Commercial Appraiser	B24	1
Community Development	Building Inspector	B25	1
Community Development	Plans Examiner	C42	1
Community Development	Senior Project Planner	C44	1
Computer Services	Computer Support Technician	B24	1
Computer Services	Technology Administrator	C43	1
Computer Services	Senior Technology Administrator	C45	1
Engineering	Senior Engineering Technician	B25	1
Engineering	Engineer I	C41	1
Engineering	Engineer II	C42	1
Engineering	Project Engineer	C44	1
Engineering	Senior Engineer	C45	1
Engineering	Senior Natural Resource Specialist	C45	1
Legal – Administration	Paralegal	B25	1
Legal – Law Enforcement	Juvenile Correction Officer (Detention Officer)	B22	1
Legal – Law Enforcement	Law Enforcement Dispatcher	B23	1
Legal – Law Enforcement	Probation Officer	C41	1
Trades – Construction	Road Maintenance Technician	B23	1
Trades – Construction	Mechanic	B24	1
Trades – Construction	Lead Road Maintenance Technician	B25	1
Trades – Maintenance	Maintenance Technician	A13	1
Trades – Maintenance	Maintenance Specialist	B21	1
Trades – Maintenance	Facilities Maintenance Technician	B23	1
Trades – Maintenance	Facilities Maintenance Specialist	B24	1
		TOTAL	37

Market Premium

If the market compensation study indicates that the trend line base salary range for a classification is 10% or more below the market target position's median at both entry and maximum, then the Union and the Employer shall meet to negotiate the appropriate method and economic adjustment (market premium or reclassification) for the classification. The results of the negotiation shall be applied in the following fiscal year. If the Union and Employer agree that reclassification is appropriate, the reclassification shall occur in accordance with the County Classification and Compensation Policy (HR 001). If the Union and Employer agree that a Market Premium is appropriate, the negotiated market premium amount will be applied to the entire salary range for the classification. The base salary range for the classification will remain unchanged. This Market Premium subject matter is subject to the provisions of Section 31.3.

Job classifications with market premiums added to the base salary range will continue to be included in all comprehensive surveys of Decision Band Method classifications within the occupational group until such time as the base salary range for the classification is within 10% of the target market level for the classification. The market premium amounts for a classification may change up or down each time the market is studied depending upon the data received from the market compensation study for the classification. Should the market premium amount fall to less than 10% below the target market position of the County, then the market premium will be eliminated and the salary for individual positions will be the individual's current increment in the base salary for the job classification. This paragraph is subject to the outcome of the provisions of Section 31.3.

**2018 Pay Plan
Department of Corrections Teamsters Clerical
Effective January 1, 2018**

Pay Grade		Increment 1	Increment 2	Increment 3	Increment 4	Increment 5	Increment 6	Increment 7	Increment 8	Increment 9	Increment 10	Increment 11	Increment 12	Increment 13	Increment 14
A13	YR	31,173	31,936	32,712	33,512	34,324	35,160	36,021	36,893	37,790	38,711	39,657	40,626	41,620	42,638
	MO	2,598	2,661	2,726	2,793	2,860	2,930	3,002	3,074	3,149	3,226	3,305	3,386	3,468	3,553
	HR	14.99	15.35	15.73	16.11	16.50	16.91	17.32	17.74	18.17	18.61	19.07	19.53	20.01	20.50
B21	YR	34,142	34,942	35,754	36,590	37,451	38,323	39,220	40,141	41,075	42,032	43,014	44,020	45,050	46,104
	MO	2,845	2,912	2,980	3,049	3,121	3,194	3,268	3,345	3,423	3,503	3,584	3,668	3,754	3,842
	HR	16.41	16.80	17.19	17.59	18.01	18.42	18.86	19.30	19.75	20.21	20.68	21.16	21.65	22.17
B25/B32	YR	50,031	50,904	51,789	52,686	53,607	54,540	55,485	56,455	57,437	58,443	59,461	60,503	61,557	62,636
	MO	4,169	4,242	4,316	4,390	4,467	4,545	4,624	4,705	4,786	4,870	4,955	5,042	5,130	5,220
	HR	24.06	24.47	24.90	25.33	25.78	26.22	26.67	27.14	27.61	28.10	28.58	29.09	29.59	30.12

Title/Class	PayBand	# Empl
Office Support Technician	A13	4
Office Specialist	B21	16
Financial Specialist	B21	1
Office Supervisor	B25/B32	2

NOTE: All rates include Teamsters Pension Contributions.

**2018 Pay Plan
Department of Corrections Teamsters Clerical
Effective April 1, 2018**

Pay Grade		Increment 1	Increment 2	Increment 3	Increment 4	Increment 5	Increment 6	Increment 7	Increment 8	Increment 9	Increment 10	Increment 11	Increment 12	Increment 13	Increment 14
A13	YR	31,796	32,575	33,366	34,182	35,010	35,863	36,741	37,631	38,546	39,486	40,450	41,439	42,452	43,491
	MO	2,650	2,715	2,781	2,849	2,918	2,989	3,062	3,136	3,212	3,290	3,371	3,453	3,538	3,624
	HR	15.29	15.66	16.04	16.43	16.83	17.24	17.66	18.09	18.53	18.98	19.45	19.92	20.41	20.91
B21	YR	34,825	35,641	36,469	37,322	38,200	39,090	40,005	40,944	41,896	42,873	43,874	44,900	45,951	47,027
	MO	2,902	2,970	3,039	3,110	3,183	3,257	3,334	3,412	3,491	3,573	3,656	3,742	3,829	3,919
	HR	16.74	17.13	17.53	17.94	18.37	18.79	19.23	19.68	20.14	20.61	21.09	21.59	22.09	22.61
B25/B32	YR	51,032	51,922	52,825	53,739	54,679	55,631	56,595	57,584	58,585	59,611	60,650	61,713	62,789	63,889
	MO	4,253	4,327	4,402	4,478	4,557	4,636	4,716	4,799	4,882	4,968	5,054	5,143	5,232	5,324
	HR	24.53	24.96	25.40	25.84	26.29	26.75	27.21	27.68	28.17	28.66	29.16	29.67	30.19	30.72

Title/Class	PayBand	# Empl
Office Support Technician	A13	4
Office Specialist	B21	16
Financial Specialist	B21	1
Office Supervisor	B25/B32	2

NOTE: All rates include Teamsters Pension Contributions.