

**Labor Agreement**

**By and Between**

**BOARD OF COUNTY COMMISSIONERS/YAKIMA COUNTY  
CLERK,  
YAKIMA COUNTY,**

**And**

**TEAMSTERS LOCAL UNION #760  
Affiliated with the International Brotherhood of Teamsters**

**Representing County Clerk Non-Supervisory Employees**

**January 1, 2020, through December 31, 2020**

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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," YAKIMA COUNTY CLERK'S OFFICE, both of whom are the "Employer," and TEAMSTERS LOCAL 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 Yakima County Clerk's Office 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 certified by PERC Decision 12357-PECB (PERC Case 27111-E-15-3925), as the sole and exclusive collective bargaining representative of all regular full time and regular part time employees of the Yakima County Clerk's Office, excluding the elected Clerk, supervisors, confidential employees, Extra Help employees, and all other employees.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.1 The Union recognizes the prerogatives of the Employer to operate and manage the Clerk's Office 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 and rights to operate and manage the Clerk's Office and the services provided thereby without bargaining about the decisions, include but are not limited to, the following:
  - a. 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.
  - b. 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.
  - c. The right to hire, transfer, suspend, discharge, lay off, recall, promote, or discipline employees as deemed necessary by the Employer as provided by this Agreement and/or as provided by the General Rules and Regulations of Yakima County.

- d. The right to determine the size and composition of the work force, modify job responsibilities, and assign employees to work locations and shifts.
  - e. The right to assign work and 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 supervisor.
  - g. The right to take actions as may be necessary to carry out Employer's services in emergencies.
  - h. The right to make any and all decisions pertaining to budgetary and fiscal matters;
  - i. The right to take actions necessary to comply with the Americans with Disabilities Act.
- 3.2 Nothing in this Agreement shall be interpreted to limit the authority placed in the Board of Yakima County Commissioners and the elected County Clerk or designee and the rights and obligations owed thereby to the electorate in conformity with statutory law.
- 3.3 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. 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 days' time period, then the Employer may proceed with the change to past practice so long as the change does not affect the specific terms and conditions of the Collective Bargaining Agreement. In the event of a bona fide emergency, no notice or bargaining is required before implementing the change.
- 3.4 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. If the Employer determines it necessary to contract out work performed by bargaining unit members, the Employer will provide the Union with written notice. If the Union wishes to bargain about the 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 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. The Union may continue to bargain the effects of the decision beyond the 30 day time period. In the event of a bona fide emergency, no notice or bargaining is required before contracting out.

- 3.4 The Employer reserves the right to implement the Workday programs. During implementation, the Employer may need to modify provisions of this CBA to conform to Workday procedures and processes. The Union Representative(s) and the bargaining unit employees agree to fully cooperate with the Employer's implementation of these programs.

#### **ARTICLE 4 - UNION RIGHTS**

- 4.1 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, such as in Article 3.
- 4.2 The Union will have the right to have a shop steward within the bargaining unit. The shop steward shall have the right to investigate membership concerns with respect to the Agreement during non-regularly scheduled work hours and provided that such investigation will not interfere with the necessary operation of the Clerk's Office. An employee has the right to have a shop steward present at any meeting with supervisor and/or management involving an investigation which could result in discipline (Weingarten rights). The Union will advise the Employer of the identity of the aforementioned shop steward on an annual basis.
- 4.3 Union Investigation and Visitation Privileges: The Business Representative of the Union will provide reasonable prior notification to the Employer or designee and coordinate investigation or on-site visitations with the Employer. The representative shall limit his or her activities to matters relating to this Agreement; provided, however, he/she will not unduly interfere with the normal operations of the Clerk's Office. Meetings with employees for investigations or on-site visitations shall be limited to breaks, lunch periods, and/or non-work hours. Representation of Union members during Loudermill meetings does not require reasonable prior notice, nor is such activity limited to employee breaks, lunch periods, and/or non-work hours.
- 4.4 Teamsters Local No. 760 shall be entitled to the use of an employee bulletin board in the Clerk's Office. Said use shall be limited to official Union business notifications, such as meeting dates and times. Said use shall not include political statements or postings, personal announcements, items for sale, etc. This includes postings at the first-floor offices, the third-floor offices and divisional office at the Juvenile Justice Center.
- 4.5 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.
- 4.6 Collective Bargaining: Recognizing that the parties are mutually served by effective collective bargaining, the Employer will allow two (2) bargaining unit employees to attend scheduled collective bargaining sessions on work time if negotiations are conducted during the employees' work time. If negotiations are conducted during non-work time, then such activity shall be unpaid. The Employer may approve additional staff to attend, if necessary.

## ARTICLE 5 - UNION SECURITY AND DUES CHECK-OFF

- 5.1 **Signed Union Dues Deduction Authorization:** For those employees who choose to join the Union, the Employer agrees to deduct once each month the appropriate Union dues from the pay of the bargaining unit employee who provides written authorization to the Employer to do so. When Workday is implemented, the dues will be divided between two (2) pay dates each month. A signed payroll deduction authorization is necessary for this action. The signed payroll deduction authorization shall be submitted to the Employer's Human Resources Department. The deduction will begin within the payroll period the authorization is received or as soon as administratively possible.

If an Employee chooses to discontinue union membership and payment of dues, the Employee must provide written notification to the Employer and the Union. The Employer will discontinue deductions within the appropriate payroll period that aligns with the date notification is given or as soon as administratively possible. The Employer is not a party to the dues authorization for payroll deduction as that is between the Employee and the Union.

- 5.2. **Amounts Deducted:** The amounts deducted shall be certified to the Employer by the Union, and payment shall be remitted to the Union together with monthly reports. When Workday is implemented, dues will be deducted if work is performed for more than one-half of each pay cycle. If an employee terminates employment, dues will be deducted for the month of termination and appropriately accounted for in accordance with the dues authorization and any applicable Union bylaws as soon as administratively possible.
- 5.3. **Monthly Reports:** Employer will provide the Union with monthly electronic reports of dues activity and payments. Reports and payments received during current month represent activities from previous months.
- As an example, reports and payment received in March represent activities that transpired in February.
- 5.4. **Hold Harmless:** The Union will defend and hold the County harmless against all claims, demands, lawsuits, ordered losses, judgments, other forms of liability, including amounts of dues and fees withheld as well as attorneys fees and costs, and/or expenses associated with the County making a good faith effort in the implementation of this Article.
- 5.5 **New Employee Orientation:** These provisions shall be carried out in conformity with RCW 41.56.037. Each December, the Employer will provide the Union with the upcoming year's monthly new hire orientation calendar. The Union will contact the Human Resources Department at (509) 574-2210 every month to obtain information on new hires scheduled to attend orientation appropriate to their group. A Union Representative shall be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership and dues authorizations.

## **ARTICLE 6 - UNION - MANAGEMENT RELATIONS**

- 6.1 All collective bargaining with respect to wages, hours, and general working conditions shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.
- 6.2 Agreements reached between the parties to this Agreement shall become effective only when signed by designated representatives of the Union and the Employer.
- 6.3 Labor/management meetings may be scheduled at which time matters involving wages, hours, and working conditions affecting employees covered by this Agreement will be discussed.
  - a. Meetings may be scheduled at a mutually agreeable time but not later than fifteen (15) working days, unless otherwise agreed, from the date of a request by either party for a meeting. Such requests shall be in writing and contain the items at issue. The request shall be sent to the Clerk or designee and the Human Resources Department Director. The meeting shall include a Human Resources Department representative or management labor attorney, or both.
  - b. Prior to the meeting, a written agenda shall be prepared by the party requesting the meeting and may be supplemented by additions made by the other party.
  - c. Disposition of matters covered in a labor management meeting shall not contradict, add to, or otherwise modify the terms and conditions of this Agreement.
  - d. Meetings shall be held during hours most convenient to the participants and Union members shall experience no loss of salary if the meeting is held during normal work hours, provided that no more than two (2) Union members shall be paid for such meetings. If the meetings are held during non-working time, then said employees shall be unpaid.
  - e. The Clerk or designee or the Board of County Commissioners may require that the meeting be held during non-working hours.

## **ARTICLE 7 - PRODUCTIVITY**

- 7.1 It is mutually agreed that the Employer and the Union shall work together individually and collectively to meet the production requirements of the Department, to provide the County and public with efficient and courteous service, to encourage good attendance of employees, and to promote a climate of labor relations that will aid in achieving a high level of efficiency in all departments of County government.

## **ARTICLE 8 - DEFINITIONS OF EMPLOYEES**

- 8.1 Regular Full-time Employee: A full-time employee is one who works a thirty-seven and one half (37.5) hour or forty (40) hour schedule per week, who has served his or her probationary period, and is employed on a regular basis.
- 8.2 Probationary Employee: A probationary employee shall be defined as a new hire who has not completed a probationary period in a position covered by the bargaining agreement. A probationary employee shall work under the provisions of this Agreement but shall be only on a trial basis, during which period he/she may be discharged without just cause and without any recourse.
- 8.3 Regular Part-Time Employee: A regular part-time employee is one who has served his or her probationary period and who works at least twenty (20) hours per week but fewer than thirty-seven and one half (37.5) hours per week. 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.
- 8.4 Extra Help: Employees who work for a period of fewer than five (5) months during a calendar year, fewer than 650 hours per calendar year intermittently, or in a temporary assignment up to a year in projects with an end in sight, during the absence of a regular employee or employment necessitated by work-load peaks. This category is inclusive of student, casual, and seasonal employees.

## **ARTICLE 9 - PROBATIONARY PERIOD**

- 9.1 New Hires: Each newly hired employee of the Clerk's Office shall satisfactorily complete a minimum twelve (12) month probationary period. Probationary employees may be discharged or terminated at any time without just cause and without any recourse to the grievance procedure.
- 9.2 Existing Clerk's Office Employees: Existing Clerk's Office employees who change positions must satisfactorily complete a six (6) month work performance trial period. The Employer is vested with the sole authority to determine satisfactory completion of the work performance trial period.

## **ARTICLE 10 - SENIORITY, LAYOFF, AND RECALL**

- 10.1 Seniority:
- a. "Seniority" or similar terms used in this Agreement means all service within the bargaining unit.
  - b. For purposes of PTO leave accrual, seniority is determined by an employee's continuous service as an employee of Yakima County.



- c. 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.
- d. 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 workers' compensation illness or injury, military leave of absence of twenty-one (21) days or less, and all time on paid leave status. Employees shall not accrue seniority for periods of unpaid leaves of absence in excess of 50% of their normally scheduled work hours, layoff, or disciplinary suspension; however, employees in such categories shall not lose seniority accrued prior to the commencement of the unpaid status.
- e. Ties in seniority shall be broken by lot in a manner mutually agreeable to the parties.

10.2 Layoff:

- a. The Clerk or designee and/or the Board of County Commissioners shall be the sole determiners of when layoffs within the Clerk's Office 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 Clerk's Office. The Clerk or designee shall have the right to determine by job classification the number of employees to be reduced within the Clerk's Office. 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.
- b. If the Clerk or designee and/or the Board of County Commissioners determines that a layoff is necessary within certain job classifications within the Clerk's Office, 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 will be laid off from the affected job classifications, giving consideration to seniority; provided, however, consideration shall also be given to employee work history and the ability of the remaining employees to perform the variety of tasks required of that classification without further training. When two or more employees have relatively equal work history, skill, and ability to do the work without further training, as determined by the Clerk or designee, the employee(s) with the least seniority will be laid off first.
  - 4) Employees on leave are subject to layoff procedures.

- c. The person targeted for layoff shall have a one-time option to bump the employee with the least bargaining unit seniority in the department who is at the same or lower pay band, provided that the retained employee has the necessary minimum qualifications for the position. The retained employee shall have his or her salary set at the highest step in the applicable pay band that does not result in a pay increase.
- d. Recall: 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. A copy of the offer of recall shall be provided to the Union. 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, in writing, his or her acceptance of said recall within ten (10) calendar days of receipt of notice, and shall be back on the job within five (5) calendar days of acceptance of the offer or forfeit all recall rights under this article.
- e. An employee recalled within twelve (12) months after layoff will have his previously accrued seniority prior to layoff restored; however, no seniority credit will accrue during the period in which the employee was in a layoff status.
- f. Employees shall be provided with two (2) weeks' notice of their layoff status.

## **ARTICLE 11 - JOB POSTING AND SELECTION**

- 11.1 **Job Posting:** The Clerk or designee shall be the sole determiner as to the need or necessity to fill any vacancy or new position.
  - a. If management determines the need to fill a vacancy or new position, said opening shall be posted by the Human Resources Department for seven (7) calendar days, with copies to be electronically posted on the County website and physically posted on the central employee notice bulletin board in the Courthouse. A copy of the announcement will also be mailed or e-mailed to the Union and employees on layoff status. Additionally, the Union steward shall be e-mailed the posting and is entitled to post a copy of the announcement on each of the Union bulletin boards.
  - b. All employees covered by this Agreement are eligible to apply for any posted position. Applications must be completed and submitted to the Human Resources Department on or before the closing date.

- c. The Clerk or designee shall have the right to make a selection of the applicant for the position based on skill, ability, past performance, experience, and competence in accordance with the County's Recruitment and Selection Policy. If, in the Clerk's or designee'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 Clerk's or designee's judgment, the ability and qualifications of two (2) or more Clerk's Office employees are equal, the senior employee shall be selected.
- d. If a vacancy occurs in a position within the same job classification and minimum requirements of a prior job announcement, the Clerk or designee 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.

11.2 Promotions:

- a. An employee who is promoted within the Clerk's Office and fails to satisfactorily complete the six (6) month work performance trial period may revert to a vacant position, if available, in the former classification. If there is no position available, said employee shall be placed on recall status in accordance with the provisions of the layoff article.
- b. Any employee, regular or probationary, who is promoted to a position in a class with a higher pay range shall receive either:
  - 1) The rate of pay associated with the allowable hiring increment for the position; or
  - 2) If the allowable hiring increment does not provide at least a 5% increase, the lowest increment in the higher pay grade that provides at least a 5% increase above the employee's current salary.
- c. During the first thirty (30) days of the work performance trial period, employees will be permitted to return voluntarily to their former position.

**ARTICLE 12 - PAID TIME OFF (PTO)**

- 12.1 PTO leave is earned by 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 number of hours worked. PTO leave is not available to the employee until after having served thirty (30) consecutive days of employment.
- 12.2 Accrual: Employees earn 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.

- 12.3 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.
- 12.4 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. Part-time employees accrue PTO leave on a pro-rated basis.
- 12.5 PTO shall be accumulated and credited in the following manner:
- a. Employees with fewer than two (2) years of service earn PTO leave at the rate of 9.38 hours per month for a 37.5 hour week and 10.00 hours per month for a 40 hour week.
  - b. Employees who have served two (2) years (24 months) will, on their anniversary date, begin earning PTO leave at the rate of 11.25 hours per month for a 37.5 hour week and 12.00 hours per month for a 40 hour week.
  - c. Employees who have served three (3) years (36 months) will, on their anniversary date, begin earning PTO leave at the rate of 12.50 hours per month for a 37.5 hour week and 13.34 hours for a 40 hour week.
  - d. Employees who have served five (5) years (60 months) will, on their anniversary date, begin earning PTO leave at the rate of 13.75 hours per month for a 37.5 hour week and 14.67 hours per month for a 40 hour week.
  - e. Employees who have served ten (10) years (120 months) will, on their anniversary date, begin earning PTO leave at the rate of 15.63 hours per month for a 37.5 hour week and 16.67 hours per month for a 40 hour week.
  - f. Employees who have served fifteen (15) years (180 months) will, on their anniversary date, begin earning PTO leave at the rate of 16.88 hours per month for a 37.5 hour week or 18.00 hours per month for a 40 hour week.
  - g. Employees who have served twenty (20) years (240 months) will, on their anniversary date, begin earning PTO leave at the rate of 18.75 hours per month for 37.5 hour week and 20.00 hours per month for a 40 hour week.
- 12.6 PTO leave accrual does not occur in any month in which the employee is in leave without pay status for more than fifty percent (50%) of their regularly scheduled work hours. Anniversary dates for the accrual of additional PTO leave shall be adjusted for breaks in service or periods when employees are on authorized leave without pay in excess of fifty percent (50%) of the regularly scheduled work hours.

12.7 Computation of Payment:

- a. All accumulated PTO leave is paid when an employee leaves employment of Yakima County in good standing for any reason, provided the employee has served six (6) consecutive months of employment and adequate notice has been given. 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. In case of death, accumulated leave is paid to the estate of the employee. Payment of the accumulated PTO leave is paid by multiplying the employee's base hourly rate, at the time of termination, times the total number of accumulated PTO leave hours.

12.8 Use:

- a. 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 planned absences as far in advance as possible and notify the Employer of unplanned absences as early as possible in order to receive approval by the Clerk or designee.
  - 1) With the approval of the Clerk or designee, an employee may take all or any portion of the PTO leave at any time, provided that the total continuous working days of PTO leave taken shall not exceed forty (40) days. Employees are not permitted to use PTO leave in excess of their accrued balance. Leave may not be taken before it is accrued. Any leave taken prior to accrual of such leave shall be considered a leave of absence without pay and deducted from the employee's monthly pay check.
  - 2) 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 within five (5) work days, except when there is an emergency or absence of employee due to sick leave or similar circumstances. A medical 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. All medical releases will be presented to the Human Resources Department.
  - 3) 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.

12.9 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, 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 (including ESL), or compensatory time); and
- d. Have diligently attempted to accrue PTO leave; and
- e. Not be eligible for industrial insurance or County-sponsored disability benefits.

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

The donating employee may not request a transferred amount that would result in his or her leave balance falling below ten (10) days. This provision shall be administered by the Human Resources Department.

12.10 Paid Time Off (PTO) Leave. Subject to Workday implementation, this provision shall be inclusive of PTO, Extended Sick Leave (ESL), and Sick Leave (SL).

12.11 Pro-rated Accruals. Effective July 1, 2020, and consistent with the semi-monthly (twice per month) pay schedule, accruals for the above-mentioned leave banks will be calculated in two equal parts: one-half of the accrual in the first pay cycle, and the second one-half of the accrual in the second pay cycle. The employee's accrual rate will determine the two halves.

<p><b>Example:</b> Monthly PTO accrual = 10 hours <b>First pay cycle:</b> 5 hours (earned at end of pay cycle = 15<sup>th</sup> of the month) <b>Second pay cycle:</b> 5 hours (earned at end of pay cycle = last day of the month)</p>
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12.12 In the event Workday implementation is delayed for any reason, then the revisions set forth in 12.10 and 12.11 will begin October 1, 2020.

## ARTICLE 13 - SICK LEAVE/EXTENDED SICK LEAVE (ESL)

- 13.1 Sick Leave: Effective January 1, 2013, sick leave ceased to accrue.
- 13.2 Sick Leave Bank Balance: An employee with a sick leave balance as of December 31, 2012, will retain his or her sick leave bank balance. The employee may choose to use sick leave from the bank for any reason specified under Article 13.5 below.
- 13.3 Eligibility: Sick leave is available for use by employees after having served one (1) month of employment. Accumulated sick leave is cancelled automatically upon separation from employment, except upon retirement or death. See 13.4b.
- 13.4 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 (1/4) 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, PSERS, or LEOFF retirement systems. Upon retirement, twenty-five percent (25%) of the employee's accumulated sick leave shall be paid to the employee. Upon death, twenty-five percent (25%) of the employee's accumulated sick leave shall be paid to his or her estate. Payment of accumulated sick leave is calculated 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.
- 13.5 Use: 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 employees 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, parent, parent-in-law, or grandparent with a health condition requiring treatment or supervision, or for medical emergency purposes.
  - d. An employee may use accrued sick leave if the employee's attendance is required to care for a brother, sister, grandparent, 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.

- e. Employees may only use the actual number of hours of sick leave accumulated.
  - f. Sick leave cannot be claimed for the 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 Employer to present a written doctor's certification stating the nature, extent, and length of the illness.
  - g. Employees may use five (5) days of sick leave for bereavement leave for 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, grandchild, or step-grandchild of the employee; not aunt, uncle, cousin, niece, or nephew, unless living in the employee's household.
- 13.6 Reporting: Any employee who, for any reason, must take sick leave shall, as soon as possible, notify the Clerk or designee. 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 for more than three (3) consecutive days.
- 13.7 Extended Sick Leave (ESL): Effective January 1, 2012, the ESL bank will be implemented.
- a. ESL is earned by regular full-time employees of Yakima County at the rate of four (4) hours (3.75 hours for a 7.5 hour employee) 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.
  - b. An employee is eligible to use ESL when the employee has:
    - An extended illness or injury lasting more than ten (10) consecutive work days (cannot be used for intermittent absences);
    - A qualified family member with an extended illness or injury lasting more than ten (10) consecutive work days (cannot be used for intermittent absences);
    - Served thirty (30) consecutive days of employment; and
    - Used five (5) work days or forty (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.
  - c. Upon separation from employment with Yakima County, any unused ESL is forfeited without payment.



- d. All re-employed persons whose continuous service has been interrupted by termination shall be considered new employees and shall be subject to the applicable qualifying period of employment. Exception: Employees rehired within the layoff period after a reduction in force will have their accumulated ESL bank hours restored.
  - e. Accumulation of Leave. ESL is cumulative to a maximum of thirty (30) working days (240 hours), after which time no additional leave may be earned until the leave balance is reduced through use of leave hours. An employee cannot have more than 240 hours of ESL credit in the bank at any time. The maximum ESL balance shall be pro-rated for employees who regularly work fewer than forty (40) hours per week.
  - f. 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.
  - g. Use. ESL may be taken under the following conditions:
    - 1) With the approval of the Clerk or designee, 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.
    - 2) ESL may only be used for the employee's own illness or injury or for the following family members: spouse, 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.
- 13.8 Industrial Insurance: An employee receiving industrial insurance time loss payments due to on-the-job injury can use PTO leave during the period covered, or the employee may request sick leave to compensate for the difference between industrial insurance compensation and full pay, upon submitting evidence of amount of industrial insurance payment received.
- 13.9 The Employer reserves the right to change provisions of this Article to assure compliance with the Federal Family Medical Leave Act, which became effective August 5, 1993.
- 13.10 Subject to Workday implementation, this provision shall be inclusive of PTO, Extended Sick Leave (ESL), and Sick Leave (SL).

- 13.11 Pro-rated Accruals. Effective July 1, 2020, and consistent with the semi-monthly (twice per month) pay schedule, accruals for the above-mentioned leave banks will be calculated in two equal parts: one-half of the accrual in the first pay cycle, and the second one-half of the accrual in the second pay cycle. The employee's accrual rate will determine the two halves.

**Example:** Monthly ESL accrual = 4 hours

**First pay cycle:** 2 hours (earned at end of pay cycle = 15<sup>th</sup> of the month)

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

- 13.12 In the event Workday implementation is delayed for any reason, then the revisions set forth in 13.10 and 13.11 will begin October 1, 2020.

#### ARTICLE 14 - OTHER LEAVES

- 14.1 Extended Leave of Absence without Pay: Authorized leave of absence without pay which exceeds fifty percent (50%) of the employee's scheduled work hours for the pay period shall not interrupt prior or continuous employment. The employee shall not be credited with earned PTO/sick leave, seniority, or any other benefits during any period of extended leave of absence without pay. Anniversary dates for the accrual of additional PTO leave shall be adjusted for periods when employees are on extended leave of absence without pay.
- 14.2 Requests for leave of absence without pay may be granted by the Clerk or designee for a period not to exceed three (3) months. Extended leaves of absence beyond three (3) months may require approval from the Board of County Commissioners. The employee shall submit a request for leave without pay, in writing, to the Clerk or designee stating the reason for the request and expected length of the absence.
- 14.3 An employee on authorized leave of absence without pay may elect to continue to participate in the County's medical and life insurance plan. Full cost of the coverage, to include both Employer and employee shares, shall be paid by the employee. Such payment shall be made in advance for each month or portion thereof for which the employee is absent.

Effective July 1, 2020, LWOP will affect accrual anniversary dates and continuous service dates. The Workday program will address LWOP as follows:

- A. If an employee is compensated for at least one-half (1/2) of the employee's scheduled work hours/cycle, the employee will receive the full allotment of accruals for that period.
- B. If an employee is receiving LWOP for more than one-half (1/2) of the employee's scheduled work hours/cycle, he or she will not receive the accrual for that period.

Employees receiving LWOP will not accrue banked time, with the following exceptions:

1. If the employee is on FML and LWOP, the employee will earn accruals; and
2. If an employee is receiving Workers' Compensation, the employee will earn accruals.

14.4 Leave of Absence With Pay: Leave of absence with pay may be granted for the following reasons:

- a. **Military Leave:** In the case of Military Leave, the County abides by the provisions of the laws of the United States (USERRA) and the State of Washington (RCW 38.40.060). An employee who is a member of the National Guard or Reserves of the United States, and who is ordered to active military duty for training purposes, shall be granted military leave of absence with pay for a period not to exceed twenty-one (21) working days each year, beginning October 1 through September 30 the following year. Any days taken beyond the twenty-one (21) Military Leave days must be charged as PTO leave or leave without pay. During the time he/she is on Military Leave with pay, the employee shall receive his or her regular pay, plus the amount of his or her military pay.

Regardless of status, any employee who voluntarily, or upon demand, leaves a position other than a temporary position to enter active duty in the armed forces of the United States, or the Washington National Guard, shall be placed on military leave without pay and shall be entitled to be restored to their former position, or one of like bargaining unit seniority, classification seniority, status, and pay, provided he/she applies for re-employment in accordance with the provision of USERRA, and present proof of honorable discharge or separation.

- b. **Court Leave:** All regular employees, submitting the proper documentation, shall be given Court Leave for the purpose of serving as a member of a jury or subpoenaed as a witness in federal, state, county, or city court during regularly scheduled work hours. This type of leave will not be charged against any other leave accrued, and there will be no deduction in regular compensation for the absence. All fees received for jury duty will be forfeited by the employee, except those received for payment of mileage and other related travel expenses. An employee shall not receive Court Leave for civil cases where the employee is a party in a legal dispute, unless the dispute is related to actions taken by the employee while performing or purporting to perform duties in the course of employment with the County.
- c. **Special Meetings and Training:** Whenever it is deemed in the best interest of the County, as determined by the Clerk or designee, an employee may be granted time off with pay to attend professional, technical institutes, conferences, or special educational training directly appropriate to the employee's position.

14.5 Pregnancy Leave: 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 15 - HOLIDAYS

15.1 The following days shall be recognized and observed as paid holidays:

<b>Date:</b>	<b>Name of Holiday:</b>
January 1	New Year's Day
3rd Monday of January	Martin Luther King, Jr., Day
3rd Monday of February	Presidents' Day
Last Monday in May	Memorial Day
July 4	Independence Day
1st Monday of September	Labor Day
November 11	Veterans' Day
Thanksgiving	Thanksgiving Day
The Day after Thanksgiving	Day after Thanksgiving
December 25	Christmas Day

15.2 Whenever a paid holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever a paid holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

15.3 If an employee performs work on a holiday, he/she shall receive, at the employee's option:

- a. Holiday premium pay at time and one half for each hour worked plus the paid holiday; or
- b. An alternate day off within the same pay period, which must be mutually agreed upon by the employee and the Supervisor. If the employee works only a partial day on the holiday, he/she must combine hours worked and other paid time off to complete the work day.

Holiday pay shall be included as "time worked" for the purpose of determining whether an employee has "worked" forty (40) hours a week.

15.4 Any employee on approved PTO when a holiday occurs will not be charged with PTO leave for that day. (This provision is not applicable to Article 15.3.b., above.)

15.5 Any employee who is on compensated sick leave when a holiday occurs will receive a day's pay for that holiday and will not have sick leave charged.

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

- 15.7 If a holiday occurs on an employee's scheduled day off, the employee shall be given an alternate day off at the employee's discretion, upon supervisor's approval.
- 15.8 A holiday shall not exceed an 8 hour work day for employees who work a 40 hour work week, or 7.5 hours for employees who work a 37.5 hour work week. Holiday benefits are pro-rated for part-time employees.

#### **ARTICLE 16 - HOURS OF WORK AND OVERTIME**

- 16.1 Regular Hours: Regular hours of work during a work day shall be consecutive, except for interruptions for the rest and lunch periods. Reference to consecutive hours of work shall be construed to include rest and lunch periods.
- 16.2 Definitions:
- a. Work Week – The work week shall normally consist of no more than forty (40) working hours in any given seven (7) day period. The regular work week shall consist of five (5) consecutive work days, Monday through Friday, inclusive; provided, however, that if it is determined by the Board of Commissioners and the Clerk or designee that a need exists for a change in the work schedule of certain employees within the Clerk's Office, the regular work week may be established to consist of four (4) consecutive work days. There are employees in this bargaining unit who work seven and one-half (7.5) hour days rather than eight (8) hour days.
  - b. Work Day – Any combination of consecutive hours of work in a twenty-four (24) hour day.
  - c. Work Schedule – A specified arrangement of work days at a specified work site or sites in a seven (7) day period.
- 16.3 Alternate Work Schedule: The Employer and employee by mutual agreement may institute an alternate work schedule for a defined period of time.
- a. When the Employer and employee agree to change work schedules from a normal work schedule to an alternate work schedule, then the change will commence at a mutually agreeable time.
  - b. When the Employer or employee determines it is necessary to alter or change work schedules from an alternate work schedule back to a normal work schedule, then the party requesting the change will provide five (5) working days' notice to the other party.
  - c. The Employer will provide written notice to the Union of any change to or from an alternate work schedule.

16.4 Scheduling:

- a. The Employer has the right to determine an employee's work week and work day, and schedule the hours of work.

16.5 Lunch and Rest Periods:

- a. Employees will be allowed a meal period of at least thirty (30) minutes, commencing no fewer than three (3) hours nor more than five (5) hours from the beginning of the employee's work day. Meal periods shall be on the Employer's time when the employee is required by the Employer to remain on duty or at a prescribed work site. Employees may be compensated for missed lunch breaks subject to the follow sentence and in accordance with the Fair Labor Standards Act (FLSA) if the employee was denied taking any lunch break during a work day. The missed lunch break pay provision above is subject to the circumstances and the provision of alternative break time due to staffing shortfalls, unavailability of staff and/or office work/service requirements. The parties acknowledge and agree that there are instances when providing an uninterrupted lunch break at a precise time is not possible because of the need to address services, such as members of the public being at the front counter(s), court proceedings not controlled by Clerk's management, etc. In those instances, the lunch break opportunity will be met and no compensation is due when an alternative time during that work day is provided by management. Employees may not forego lunches to adjust the employee's standard work day unless mutually agreed to in writing (example, e-mails) by the employee and employer, in order to maintain the operational needs of the Clerk's Office.
- b. An employee who works three (3) or more hours beyond his or her normal work day will be allowed a thirty (30) minute meal period prior to or during this period.
- c. Employees shall be allowed a rest period of fifteen (15) minutes per four (4) hours of work time. Rest periods will be on the Employer's time and will be scheduled as near as possible to the mid-point of each half work day period. It is the employee's responsibility to schedule the rest period.
- d. Meal periods and rest breaks shall not be used to arrive late or leave early from work without prior approval of the Clerk or designee.

16.6 Work Day Cancellation: If the Employer cancels a work day or portion thereof due to extreme weather conditions, the safety of the employees, or other operational reasons, then the Employer makes the following provisions:

- a. If notice of cancellation is given to the employee(s) at any time during the previous day, then no compensation is due for said cancellation; or
- b. If notice of cancellation occurs during the first half of a regular work day, then said employee(s) shall be paid as if having worked one-half the regular workday; or

- c. If notice of cancellation occurs during the second half of a regular work day, then said employee(s) shall be paid as if having worked the entire regular work day.

16.7 Schedule Changes: The Employer can change scheduling as provided below:

- a. Any change in the regular work week will require no fewer than fifteen (15) days' prior notice to the affected employee; provided, however, in the case of an emergency, prior notice shall consist of however much time is practicably available to management.
- b. Short term schedule changes lasting six (6) months or less may be made with five (5) working days' notice to the affected employee, except if the five (5) working days' notice is mutually waived by the employee and management. Where the change is due to the absence of an employee because of resignation, termination, or use of leave, then as much notice as reasonably possible will be provided to the affected employee. Short term schedule changes will be made in writing to the affected employee.

16.8 Overtime: Employees shall be compensated for all prior authorized hours worked in excess of forty (40) hours in a work week at one and one-half times their regular straight time hourly rate of pay. For the purposes of overtime threshold, work performed shall also include PTO, sick leave, holiday leave, and compensatory time. An employee who works overtime may be compensated either by pay or compensatory time off at the employee's option.

16.8.1 Mandatory and Voluntary Overtime:

- a. The Clerk or designee, upon determining the need for overtime, will:
  - Post an overtime needs schedule. The intent is to have employees voluntarily submit their interest in working overtime.
  - Make the necessary assignments for work coverage based on the list of voluntary responses to the overtime needs schedule; provided, however, the Clerk or designee may select the employee without regard to the order of the sign-ups when experience and skills are important to the performance of overtime work.
  - Post every need for overtime separately, as the need arises.
- b. Overtime Assignment Process:
  - The final assignment of staff selected to cover the overtime needs will be in order of seniority, except when the Clerk or designee determines experience and skills are important to the performance of overtime work.

- The most senior employee who volunteers to work based on the overtime needs schedule shall be picked first and proceed through the list, ending with the least senior employee.
  - Notification will be carried out by e-mail, phone call, inter-office memo, or personal (face-to-face) assignment.
- c. The Clerk or designee will have a continuous mandatory overtime list, as follows:
- Management shall endeavor to provide reasonable notice of mandatory overtime subject to the circumstances causing the need for mandatory overtime. Reasonable notice is dependent on the nature of the needs. In the case of urgent needs, the notice will necessarily be shorter than in the case of the planned need for mandatory overtime, to timely complete tasks as determined by the Clerk or designee.
  - Notification will be carried out by e-mail, phone call, inter-office memo, or personal (face-to-face) assignment.
- d. Limits on mandatory overtime are as follows:
- Employees on PTO shall not be subject to mandatory overtime.
  - Except in emergency situations, employees shall not be on duty longer than eleven (11) continuous hours.
  - Employees with planned annual leave activities involving travel and prepaid expenses, such as airline tickets, shall not be subject to mandatory overtime.
- e. Procedure:
- Overtime Pay and Compensatory Time is applicable if an employee works in excess of forty (40) hours in the work week. *E.g.*, a thirty-seven and one-half (37.5) hour employee will be paid at straight time pay until he/she has exceeded forty (40) hours in the work week.
  - Employees must submit written requests subject to prior written authorization from their supervisor or Clerk or designee allowing them to work in excess of their normal hours in a work week. This applies to both Voluntary and Mandatory Overtime. Said written approval shall be attached to the employee's time sheet submitted to payroll.

16.9 Compensatory time off is subject to prior approval of the Clerk or designee based on work requirements. Compensatory time may be accrued to a maximum of sixty (60) hours. Any time accrued in excess of sixty (60) hours will be paid for at the applicable rate.



The Employer retains the right to cash out any or all of the employee's compensatory time balances or require the employee to use available compensatory time off, based on financial and operational needs.

- 16.10 Out of Classification Work: Effective January 1, 2020, up to and including June 30, 2020, an employee who is assigned to work at a higher job classification for fourteen (14) or more consecutive calendar days will be paid at the lowest increment in the range of the higher class that would provide at least a five percent (5%) increase in pay, subject to Commissioner approval.

Subject to Workday implementation, effective July 1, 2020, when an employee is assigned to work at a higher job classification for fourteen (14) or more consecutive calendar days, said employee will be paid as follows:

- a. When an employee is assigned to work in a job classification that is one (1) classification higher than his or her own for fourteen (14) or more consecutive calendar days, the employee shall be paid at a 7.5% flat rate.
- b. When an employee is assigned to work in a job classification that is two (2) classifications higher than his or her own for fourteen (14) or more consecutive calendar days, the employee shall be paid at a 15.0% flat rate.
- c. When an employee is assigned to work in a job classification that is three (3) classifications or higher than his or her own for (14) or more consecutive calendar days, the employee shall be paid at a maximum 20.0% flat rate cap.
- d. The language outlined in this section 16.10 is effective July 1, 2020. Any out of class pay assignments in place prior to July 1, 2020, will end on June 30, 2020. Departments that wish to continue the out of class assignment will submit a new request to continue the assignment for July 1, 2020, and going forward. Employees continuing such assignments will not be subject to a new eligibility period.

In the event Workday implementation is delayed for any reason, out of class pay revisions will begin October 1, 2020.

- 16.11 No Pyramiding: Compensation shall not be paid more than once for the same hours under any provision of this Article and this Agreement.

16.12 Travel Time:

- a. Time spent traveling during normal work hours is considered compensable work time as determined by the Fair Labor Standards Act (FLSA).
- b. If an overnight stay is required, time spent traveling outside normal working hours will be compensated if the traveler is operating a vehicle. Travel outside normal working hours as a passenger on either commercial or private transportation is not considered compensable work unless the employee is directly involved in an activity that benefits the employer.
- c. Time spent traveling outside normal working hours during day trips will be compensated at the regular hourly rate, unless said travel time causes the employee to exceed forty (40) hours total compensable time for the week. Travel time performed in excess of forty (40) hours per week will be compensated at the rate of one and one-half times the normal rate of pay.
- d. Mileage reimbursement at the time of implementation of this Agreement shall be at the current County rate. Maximum use shall be made by the County of County-owned vehicles in order to avoid use of the employee's vehicle whenever practical.

**ARTICLE 17 - DISCIPLINE/WORK RULES**

17.1 The Clerk or designee may reprimand, suspend without pay, demote, or discharge/terminate an employee for the following causes, but not limited thereto:

- a. Consuming intoxicants or illegal drugs, excluding drugs taken by prescription while on duty.
- b. Reporting for duty with the presence of alcohol and/or controlled substances in the employee's bodily systems (blood, breath, and/or urine).
- c. Disobedience to a legal request by the employee's supervisor.
- d. Incompetence: Inability to comply with or support the goals of the Employer, including the amount and quality of work.
- e. Deliberate destruction of Employer's or another employee's property.
- f. Neglect of duty.
- g. Unexcused discourtesy to the public, the Employer, and/or fellow employees.

- h. Refusal to comply with departmental rules, provided that such rules shall be posted in each of the Clerk's Office where they may be read by all employees; and, further, that no changes in present rules or no additional rules shall be made that are inconsistent with this Agreement.
- i. Disorderly conduct.
- j. Sleeping on duty.
- k. Giving or taking of a bribe of any nature.
- l. Failure to report for duty without a bona fide reason.
- m. Misuse of PTO, Sick Leave, or ESL, or excessive absenteeism without advance notice to, or approval by, the Employer and/or supervisor.
- n. Borrowing or taking tools, equipment, or other property of the Employer for private or personal use. However, if such property may be lent to members of the public, then it may be lent to employees who follow the normal checkout procedure.
- o. Unauthorized altering, falsification, or destruction of any records or documents.
- p. Violation of No-Strike clause.
- q. Dishonesty.

17.2 The disciplinary actions which the Clerk or designee may take against an employee include:

- a. Oral counseling;
- b. Oral reprimand;
- c. Written reprimand;
- d. Suspension from work without pay;
- e. Demotion (NOTE: Demotion means reduction in classification and pay);
- f. Discharge/termination of employment.

The disciplinary action taken is dependent upon the seriousness of the affected employee's misconduct and/or violation(s). The Clerk or designee may, but is not required to, utilize progressive discipline where the circumstances warrant imposition of a more severe form of discipline, as set forth above. The order listed above is not required to be followed if the misconduct and/or violation(s) is/are serious as determined by the Clerk or designee, regardless of whether the subject employee has prior disciplinary actions in his or her personnel files.

17.3 The Clerk or designee may suspend without pay, demote, or discharge/terminate an employee for just cause in accordance with Article 18, Disciplinary Procedures. An employee may not be suspended without pay for more than thirty (30) working days.

- 17.4 The time limitations relating to notification of disciplinary action are only for employee notification purposes and shall not affect the validity of disciplinary action taken by the Clerk or designee. In other words, if the County is unable to provide notification in strict adherence to the notification times expressed in the sections hereinabove, said inability shall not affect the validity or effectiveness of any type of disciplinary action against an employee.
- 17.5 The Employer may prepare, issue, and enforce additional rules and safety regulations not specifically outlined above that are necessary for safe, orderly, and efficient operation.
- 17.6 When existing work rules are changed or new rules are established, they shall be sent to the Union and posted prominently electronically or on bulletin boards for a period of seven (7) calendar days before becoming effective, except for work rules of an emergency nature.
- 17.7 Employees shall comply with all existing rules that are not in conflict with the express terms of this Agreement, provided that the rules are uniformly enforced and provided that reasonable notice has been given of the existence of the rule.

Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules, shall be resolved through the grievance procedure.

- 17.8 Administrative Leave With Pay: At the discretion of the Clerk or designee, an employee may be placed on administrative leave with pay and benefits pending investigation of allegations of misconduct(s) and/or violation(s), when the nature of the allegations compromise the ability of the employee to perform his or her duties, as determined by the Clerk or designee. Such administrative leave with pay is not a disciplinary action and may not be appealed through the grievance process. If the misconduct and/or violation(s) are substantiated, disciplinary action will be taken in accordance with the nature of the offense(s). If the misconduct(s) and/or violation(s) are unfounded, the employee will be restored to duty. While on administrative leave with pay, the employee must remain available for contact during regular work hours, if needed. The employee must provide current contact information and inform the Clerk or designee of any changes to his or her contact information as soon as possible.
- 17.9 An employee may request that a written reprimand be removed from his or her official personnel file after three (3) years, subject to the following provisions. Such request shall be in writing to the Clerk or designee and Human Resources Department Director. In the event that the employee has received no further disciplinary action during the three-year period, then the letter of reprimand shall be removed from the personnel file and shall not be used for future discipline. However, said reprimand shall be maintained in a separate file to comply with public records' retention laws and court decisions. In the event that the employee has received further disciplinary action during the three-year period, then the request shall be denied. An employee may rebut any written reprimand, and such rebuttal shall be attached to the original written reprimand unaltered. Suspensions without pay, demotions, and discharge/termination records are considered permanent records and shall not be removed from the employee's

personnel file. A copy of the letter requesting the removal will remain in the employee's personnel file after the reprimand is removed.

- 17.10 Based on reasonable suspicion, the Employer has the right to test for the presence of alcohol and/or controlled substances by testing blood, breath, hair sample, and/or urine.
- 17.11 It is reasonable for management to enter the work area of any employee and to have discussions with such employee about work. Management and Union Steward/Representative, in the employee's absence, can pack and move the employee's personal items after providing reasonable notice to the employee. The availability of the Union Steward/Representative shall not delay management's access to and search of the work area. Reasonable notice is completely dependent on the nature of the circumstances for entering the work area, as determined by management.

Employees shall have no expectation of privacy while employed with the Clerk's Office and while at work regarding the contents of county-issued desks, storage areas, computers, tablets, servers, cell phones, e-mail systems, intranet, etc. Under reasonable suspicion and consistent with the provisions of paragraph 1), below, there is no expectation of privacy as to personal items brought into and kept at the workplace.

The Employer reserves the right to move copiers, printers, scanners, etc., to relocate office items such as computers, hard drives, office equipment, desks, drawers, etc., as well as to move staff work stations and drawers. Personal items at the workplace are subject to the same Employer authority as mentioned above.

If the Employer reasonably suspects an employee of possession of and/or using inappropriate, unprofessional, and/or illegal information, documentation, substances, etc., at the employee's work station, then the employer will follow the procedures below:

- 1) The Employer will notify the Human Resources Department and/or Sheriff's Office and have them conduct an unannounced search for suspected information, documentation, substances, etc., at the employee's work station. If the employee is on duty at their work station, then the search will be conducted in the presence of the employee. If the employee requests that a Union representative or shop steward be present, such request must be made immediately, and fulfillment of the request must not hinder the search. The Employer has the right to maintain surveillance of the work station while awaiting fulfillment of the request. Fulfillment should not take more than one (1) hour.
  - a. If the employee is absent, a shop steward or Union representative shall be present during the search; provided, however, the presence of the shop steward or Union representative shall not unreasonably delay the search.
- 2) If the Human Resources Department and/or the Sheriff's Office personnel discover inappropriate, unprofessional, and/or illegal information, documentation, substances, etc., at the employee's work station, a written report will be provided to the Employer,

the employee, and the Union. The Employer will initiate the disciplinary process, including compliance with the employee's Weingarten rights and Loudermill rights, where applicable.

## **ARTICLE 18 - DISCIPLINARY PROCEDURES**

- 18.1 Any supervisor may verbally reprimand an employee. The supervisor may make a notation in the supervisor's notebook regarding the verbal reprimand. A supervisor may issue a written reprimand, subject to approval by the Clerk or designee. Suspensions without pay, demotions, and discharges may be issued only by the Clerk or designee. Copies of written reprimands, suspensions without pay, demotions, or discharge/termination notices shall be sent to the Union at the time said notices are given to the employee.
- a. Any discussion regarding disciplinary action between a supervisor and employee shall be done during the employee's normal work hours, unless the exigency of the circumstances dictates otherwise. Supervisors shall conduct such discussions in a location and manner that affords the employee a reasonable amount of privacy, whenever practicable.
  - b. Oral reprimands and written reprimands shall not require a pre-disciplinary action meeting/hearing (Loudermill), pursuant to the provisions of Section 18.2, below.
  - c. Written reprimands, suspensions without pay, demotions, and discharge/terminations are documented in writing and placed in the employee's personnel file in the Human Resources Department. Disciplinary records maintained in the Clerk's Office are considered to be working documents. Although records from the Clerk's Office may be utilized for disciplinary purposes and for proceedings relating to such disciplines, the Human Resources Department records shall be considered the official records for grievance and arbitration purposes.
- 18.2 Loudermill Meeting/Hearing: If a disciplinary action could result in suspension without pay, demotion, or discharge/termination, the Employer shall notify the employee and the Union, in writing, of the factual allegations of misconduct(s) and/or violation(s) at least five (5) working days prior to the Loudermill meeting. The notice shall include the date, time, and location of the Loudermill meeting/hearing. The purpose of the Loudermill meeting/hearing is to provide the employee the opportunity to explain his or her perspective of the factual allegations to the Clerk or designee prior to disciplinary action being implemented. The employee has the right to have a Union representative present at the Loudermill meeting/hearing. If the employee and/or Union fail to attend the meeting/hearing and/or fail to respond to the allegations in writing, the Clerk or designee is free to implement the disciplinary action determined to be appropriate.
- a. In the event discharge/termination of an employee becomes imminent and the Clerk or designee determines an alternative to said discharge/termination is the employee's resignation, the employee will be provided a reasonable opportunity to confer with the Union representative 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, Grievance Procedure.
- 18.4 The provisions of Article 17, Discipline/Work Rules, and Article 18, Disciplinary Procedures, do not apply to probationary employees, who may be discharged without just 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 specific 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. If a grievance deadline falls on a weekend (Saturday or Sunday) or on a legal holiday, the day following the weekend or legal holiday shall be the grievance deadline. Filing a grievance or response can be done via e-mail, fax, or regular mail, as long as receipt is before the deadline.
- 19.3 Employee Grievance: An employee may file a grievance with or without representation. Only the Union may represent an employee under this grievance procedure. If the employee/Union 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 the employee/Union must file a grievance within fourteen (14) calendar days from the date of such disciplinary action; otherwise, said appeal or grievance is forever waived and shall be null and void. Failure to pursue a grievance to the next Step renders final and conclusive the last determination and response.
- 19.4 Union or Employer Grievance: The Union or Employer may initiate the grievance procedure at Step 1 and will take up the grievance with the other party within fourteen (14) calendar days for disciplinary matters, or thirty (30) calendar days for non-disciplinary matters, 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.
- 19.5 The formal grievance procedure shall be as follows:
- Step 1: If it is an employee or Union grievance in accordance with Sections 19.3 or 19.4, above, the grievance, in written form, shall be timely presented to the Clerk or designee and Human Resources Department Director. Thereafter, the Clerk or designee, in consultation with the Human Resources Department Director, shall respond in writing to the employee or Union within fourteen (14) calendar days after receipt of the grievance. If it is an Employer grievance, the grievance in written form, in accordance with Section 19.4, above, shall be timely presented to the General Teamsters Local No. 760. Thereafter, the Secretary/Treasurer or designee

shall respond, in writing, to the Employer within fourteen (14) calendar days after receipt of the grievance.

Step 2: If the employee/Union's grievance has not been settled at Step 1, the written grievance and the Clerk's or designee's written response shall be submitted to the Board of County Commissioners within fourteen (14) calendar days of receipt of the response, except that a grievance cannot be appealed to the BOCC unless it is a subject matter where the outcome of the grievance has an impact on the budget. If the matter does not have an impact on the budget, then the Clerk or designee and Union may agree to proceed with Step 3, Final and Binding Arbitration. If the outcome of the grievance has an impact on the budget, then the BOCC may conduct a grievance meeting within fourteen (14) calendar days of receipt of the grievance or refer the grievance to Step 3, below. If the BOCC chooses to hold a grievance meeting, then the BOCC shall respond, in writing, to the Union representative within fourteen (14) calendar days of this grievance meeting.

If the Employer's grievance has not been settled at Step 1, the BOCC may advance the grievance to Step 3 within fourteen (14) calendar days of receipt of the Teamsters Secretary/Treasurer's response.

Step 3:

- a. Final and Binding Arbitration: Only the Union or the Clerk or designee or the BOCC may timely refer unsettled grievances to final and binding arbitration.
- b. Notice - Time Limitation: The referring party shall notify the other party, in writing, of submission to arbitration within fourteen (14) calendar days after receipt of the Step 1 or Step 2 response, whichever is applicable. Failure to timely notify the other party, in writing, of submission to arbitration will render the grievance being forever waived and null and void, unless the time frame has been extended, in writing, by mutual agreement of the parties.
- 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 the Union representative or the Clerk or designee or the BOCC representative may demand a list of eleven (11) qualified persons who are willing to abide by time limitations from the Public Employment Relations Commission (PERC). The parties shall flip a coin to determine who will strike the first name, following which the parties 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 within a reasonable amount of time from the date of selection. The arbitrator



shall render a decision within a reasonable amount of time from the date of conclusion of the hearing or receipt of parties' post arbitration briefs, based on the complexity of the case.

- 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 specific 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 the questions or issues raised in the written grievance and responses. In conducting 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 (Article 3.3 - Management Rights) shall be advisory only and not binding on the parties.
- f. Arbitration Award - Damages – Expenses
  - v. The arbitrator shall not have the authority to award any punitive damages.
  - vi. Each party hereto shall bear equally the expenses of the arbitrator. Each party shall pay the fees and expenses of their own attorneys, representatives, witnesses, and other costs associated with the presentation of their case, regardless of whether the award addresses back pay, back benefits, future pay, future benefits, or any other wage or economic issues.

## **ARTICLE 20 - SALARIES**

- 20.1 The Pay Plan(s) for 2020 is set forth in Exhibit "A," which are attached hereto and incorporated herein by reference.
- 20.2 The Pay Plan Structure for 2020 is set forth in Exhibit "B," which is attached hereto and incorporated herein by reference.

Effective April 1, 2020, the Employer will implement one increment for those employees eligible to advance for an increment within the applicable Pay Plan. For those employees topped out, a one-time one percent (1.0%) lump sum payment less deductions such as taxes will be provided by the Employer. Employees hired on or before October 1, 2019, shall be eligible to advance one increment, if available, effective April 1, 2020. An increment is “available” if the employee has not reached the maximum increment allowed as set forth in Exhibit “B” 1., A, which is attached hereto and incorporated by reference. Employees hired after October 1, 2019, shall not be eligible for an increment advancement in 2020. For 2020 only, employees at Increment 14 before April 1, 2020, shall receive a one-time lump sum payment based on one percent (1.0%) of their annual salary less deductions such as taxes. This one-time lump sum payment will be paid in April earnings, May 10<sup>th</sup> 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 deductions such as taxes.

No employee shall receive an increment advancement after April 1, 2020.

The Human Resources Department will determine and administer all calculations and eligibility.

20.3 The administration of the pay plan contained in this Article shall be conducted by and subject to the determinations of the Yakima County Human Resources Department.

20.4 Effective in 2018, the task force of bargaining unit representatives and management established in 2017 (established at 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 Human Resources Department, addressed as Exhibit “B.” 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.

20.4.1 Beginning in 2018 with a frequency of every four (4) years, a full/in-depth survey will be conducted by the Human Resources 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.

20.4.2 The Human Resources 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.

20.5 Effective January 2020, the change in minimum wage shall be addressed by removing the hourly rate of pay that falls below the State minimum. Therefore, increment 1 and increment 2 of the A11 pay plan will no longer be used for hiring purposes. The updated pay plan schedule will be available on the County's website.

## **ARTICLE 21 - PAY ARRANGEMENTS**

21.1 Pay Period: Effective January 1, 2020, employees shall be paid on a monthly basis with an optional draw. The monthly pay period will be the 1<sup>st</sup> through the end of the month. Draw payday will be the 25<sup>th</sup> of each month. Payday will be the 10<sup>th</sup> 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.

Subject to Workday implementation, effective June 30, 2020, three (3) paydays will occur for employees in the month of June 2020. Work performed in May 2020 will be paid on June 10, 2020. Subject to the draw pay, all work performed in the month of June 2020 will be paid on June 30, 2020. Employees selecting draw pay will receive their draw pay on June 20, 2020, instead of on June 25, 2020. Employees will receive the balance of pay for the month of June on June 30, 2020, minus applicable draw as follows:

**Example:**

June 10, 2020 = paycheck for work performed in May, 2020
June 20, 2020 = draw check (if applicable)
June 30, 2020 = full month's pay (minus applicable draw)

Subject to Workday implementation, effective July 1, 2020, there will be no payday for July 10, 2020. Payment for all hours worked in June will be made by June 30, 2020. Only one (1) payday will occur for the month of July, 2020. The payday for July, 2020, will be on July 25, 2020, for work performed from July 1, 2020, to July 15, 2020. The payday for the work performed from July 16, 2020, to July 31, 2020, will occur on August 10, 2020.

Subject to Workday implementation, effective August 1, 2020, employees shall be paid on a semi-monthly (twice per month) basis.

- a. The first pay period will be the 1<sup>st</sup> through the 15<sup>th</sup> of the month.
- b. The second pay period will be the 16<sup>th</sup> through the last day of the month.
- c. Pay for work performed during the first pay period will be issued on the 25<sup>th</sup> of the month.
- d. Pay for work performed during the second pay period will be issued on the 10<sup>th</sup> of the month following the pay period end.

- e. There shall be no deductions other than required by law or authorized by this Agreement or authorized in writing by the employee. Required and authorized deductions will be applied to each paycheck.
- f. There will no longer be an optional draw.
- g. All employees are required to provide information for mandatory direct deposit of all employee paychecks.
- h. Effective January 1, 2020, the County requested employees to voluntarily authorize direct deposit of their pay. Effective July 1, 2020, all employee paychecks will be direct deposit of their pay. Upon request by an employee, opening a payroll debit card with the County's financial institution is available.

In the event the County is unable to implement the Workday timelines as set forth in this Article and sections, the months specified will be changed as follows: May changed to August; June changed to September; July changed to October; August changed to November. The County will provide as much notice as is practical to the Union if this change is necessary.

- 21.2 Employees shall be paid in conformity with the County's payroll system. There shall be no deductions other than those required by law or authorized by this Agreement, or authorized in writing by the employee.
- 21.3 Each employee shall receive an itemized statement of earnings and deductions specifying his or her wage rate, hours paid, and other compensation payable to him or her, as well as any and all deductions from his or her gross wages for the pay period.
- 21.4 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.

## **ARTICLE 22 - MEDICAL BENEFITS**

- 22.1 Effective January 1, 2020, the Employer contribution for employee and dependent medical, vision, dental, and life insurance coverage shall be up to a maximum of Nine Hundred Dollars (\$900.00) per month.
  - 22.1.1 For employees who are enrolled in the Premera Blue Cross (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 Premera Blue Cross (High Deductible) Plans includes a Premera Blue Cross contribution to HSA.
  - 22.1.2 For employees who are enrolled in any Premera Blue Cross plan other than the Premera Blue Cross (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.

- 22.1.3 For employees enrolled in all other Premera Blue Cross plans or tiers, the employee will pay the difference between the premium and the employer's maximum contribution
- 22.1.4 Employees can waive medical coverage; however, contributions must still be made for the mandatory Premera Blue Cross Dental, Basic Life Insurance and Basic Long Term Disability (LTD). The employer shall contribute only the premium amount for the mandatory Premera Blue Cross Dental, Basic Life Insurance and Basic LTD for employees that waive medical coverage through Premera Blue Cross.
- 22.2 Said insurance shall be for employee and dependent medical, dental, vision (buy up plan only), and life insurance.
- 22.3 The Employer shall determine which insurance programs and benefits may be continued or implemented from time to time. If there are changes in the insurance programs, the Employer will notify the 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.
- 22.4 If the insurance company or companies providing the above-referenced benefits notifies the Employer of changes in the premium structure and/or benefit levels, then and in that event the Union and employees shall comply with said changes if requested to do so by the Employer.
- 22.5 Any disputes, disagreements, and/or claims regarding insurance coverage and/or policies between an employee and an insurance carrier and/or administrator are not grievable by the Union and/or the employee.
- 22.6 The medical benefits package is subject to the provisions and actions of the Yakima County Employee Benefit Committee.
- 22.7 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.
- 22.8 Effective for 2020, the task force made up of some of the insurance benefits committee members, Human Resources Department staff, bargaining unit representatives, and management will remain in place but will serve as a communication tool during 2020 regarding Premera Blue Cross 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 Human Resources 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.

22.8.1 The Human Resources 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 23 – RETIREMENT - INDUSTRIAL ACCIDENT INSURANCE**

23.1 The Employer shall pay into the appropriate employees' retirement program (Social Security and FICA) and Industrial Insurance (Workers' Compensation) at the prescribed rate and as required by law.

### **ARTICLE 24 - GENERAL PROVISIONS**

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

24.2 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 unhealthful working condition to management. Management shall investigate the report.

24.3 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 benefits provided in this Agreement.

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

24.5 When any classification not listed on the County's Class Code Structure is established, the Employer shall designate a job classification and pay rate for the classification based upon the County Classification System (Decision Band Methodology). Notice of establishment of the new classification shall be provided to the Union. In the event the Union does not agree with the classification pay band, the Union shall notify the Employer, in writing, within fourteen (14) calendar days of receipt of the notice. The Union may present an appeal to the Personnel Committee. The Personnel Committee shall review the appeal and make a written recommendation regarding the appeal to the Board of County Commissioners, with a copy to the Union. The decision of the Board of County Commissioners shall be final and binding.

### **ARTICLE 25 - PERSONNEL FILES**

25.1 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 Clerk's Office, except where this is contrary to state and federal laws. It is

further agreed that the information in employee personnel files shall not be released to outside groups without proper Court order or as otherwise required by law.

- 25.2 An employee shall be notified and receive a copy of material placed in his or her personnel file relating to job performance or personal character. Employees have the right to attach rebuttals to any and all evaluative and disciplinary material in their personnel file.
- 25.3 Upon appropriate request, an employee may inspect his personnel file, subject to the following provisions:
- a. Inspection shall occur during the employee's non-working hours, including lunch and break periods, or at a time and in a manner mutually acceptable to the employee and the Human Resources Director.
  - 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 Union representative present during such inspection.
  - c. Copies of materials in the employee's personnel file shall be provided to the employee upon written request. The employee may be charged for copies in accordance with County policy.

#### **ARTICLE 26 - NO DISCRIMINATION**

- 26.1 There shall be no discrimination by the Employer or Union against any employee or applicant for employment on account of membership or non-membership in the Union, or because of a person's sex, sexual orientation, race, national origin, genetic information, age, mental or physical disability, religion, marital status, political belief, veteran's status, or any other protected status under federal or state statute, unless based upon a bona fide occupational qualification. No employee will be required to make a contribution to a political party or to a candidate for political office.

#### **ARTICLE 27 - SAVINGS CLAUSE**

- 27.1 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 addenda 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.
- 27.2 Workday Program: The Union Representative and the bargaining unit employees agree to fully cooperate with Management's implementation of all of the Workday programs and changes necessary to carry out Workday functions.

## **ARTICLE 28 - NO STRIKE - NO LOCKOUT**

- 28.1 Strikes, slowdowns, work stoppages, or any other interference with the work by the employees, are prohibited.
- 28.2 The Employer may discharge/terminate and/or discipline any employee who violates this Article. 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.
- 28.3 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.
- 28.4 No lockout of employees shall be instituted by the Employer.

## **ARTICLE 29 - AMENDMENTS**

- 29.1 In the event either party desires to amend this Agreement, that party shall notify the other party, in writing, of the desire to so amend. The parties may mutually amend this agreement as provided in Article 6, Union/Management Relations. Neither party is required during the term of this Agreement to agree to a change in this Agreement.

## **ARTICLE 30 - ENTIRE AGREEMENT**

- 30.1 This document shall constitute the complete Agreement by and between the parties, and no other agreement and/or understandings, written or otherwise, prior to the signing of this Agreement shall be binding on the parties.

## **ARTICLE 31 - TERM OF AGREEMENT**

- 31.1 This Agreement shall be effective as of the first (1<sup>st</sup>) day of January, 2020, except as otherwise provided in this Agreement and except for contract language changes which shall take effect subsequent to the date of signing of this Agreement by the last signing party, and shall remain in full force and effect through the thirty-first (31<sup>st</sup>) day of December, 2020. 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.
- 31.2 The parties shall start negotiations in July, 2020, for a successor 2021 and perhaps beyond CBA. Negotiations shall be conducted on mutually agreeable dates.
- 31.3 If the parties have not reached agreement, then either party may request a mediator from the Public Employment Relations Commission. The determination of the mediator shall be advisory only and not binding on either party.



In the event that negotiations for a new agreement extend beyond the 31st day of December, 2020, the terms of this Agreement related to wages, benefits, and working conditions shall remain in full force and effect during the negotiation and mediation process.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

**FOR THE UNION:**  
Teamsters Local Union No. 760

\_\_\_\_\_  
Norm Childress, Chairman

\_\_\_\_\_  
Leonard Crouch, Secretary/Treasurer

\_\_\_\_\_  
Ron Anderson, Commissioner

\_\_\_\_\_  
Victoria L. Baker, Commissioner

\_\_\_\_\_  
Tracey Slagle, County Clerk

\_\_\_\_\_  
Jacqui Lindsay, Human Resources Director

Represented by:

\_\_\_\_\_  
Anthony F. Menke, Management Labor Attorney  
and Chief Negotiator

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

**EXHIBIT "A"**  
**2020 Pay Plan**  
**Clerk's Office Non-Supervisory Employees**  
**Effective January 1, 2020**

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
8 hr	YR	27,210	27,914	28,644	29,385	30,152	30,931	31,734	32,563	33,416	34,281	35,171	36,086	37,025	37,990
8 hr	MO	2,267	2,326	2,387	2,449	2,513	2,578	2,645	2,714	2,785	2,857	2,931	3,007	3,085	3,166
A11	HR	13.08	13.42	13.77	14.13	14.50	14.87	15.26	15.66	16.07	16.48	16.91	17.35	17.80	18.26
7.5 hr	MO	2,126	2,181	2,238	2,296	2,356	2,416	2,479	2,544	2,611	2,678	2,748	2,819	2,893	2,968
7.5 hr	YR	25,509	26,170	26,853	27,549	28,267	28,998	29,751	30,527	31,327	32,138	32,973	33,830	34,711	35,615
8 hr	YR	29,497	30,238	30,993	31,771	32,575	33,391	34,231	35,097	35,975	36,877	37,804	38,756	39,733	40,734
8 hr	MO	2,458	2,520	2,583	2,648	2,715	2,783	2,853	2,925	2,998	3,073	3,150	3,230	3,311	3,395
A12	HR	14.18	14.54	14.90	15.27	15.66	16.05	16.46	16.87	17.30	17.73	18.18	18.63	19.10	19.58
7.5 hr	MO	2,304	2,362	2,421	2,482	2,545	2,609	2,674	2,742	2,811	2,881	2,953	3,028	3,104	3,182
7.5 hr	YR	27,653	28,349	29,056	29,786	30,539	31,304	32,092	32,903	33,726	34,572	35,441	36,334	37,249	38,188
8 hr	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
8 hr	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
A13	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
7.5 hr	MO	2,484	2,545	2,607	2,670	2,735	2,802	2,870	2,940	3,011	3,085	3,160	3,237	3,317	3,398
7.5 hr	YR	29,809	30,539	31,281	32,046	32,822	33,622	34,445	35,279	36,137	37,018	37,922	38,849	39,799	40,773
8 hr	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
8 hr	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
B21	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
7.5 hr	MO	2,721	2,784	2,849	2,916	2,984	3,054	3,125	3,199	3,273	3,349	3,428	3,508	3,590	3,674
7.5 hr	YR	32,648	33,413	34,190	34,989	35,812	36,647	37,504	38,385	39,278	40,193	41,132	42,094	43,079	44,087

**EXHIBIT “B”**  
**YAKIMA COUNTY TEAMSTERS LOCAL 760**  
**CLERK’S OFFICE NON-SUPERVISORY EMPLOYEES**

**2020 PAY PLAN STRUCTURE**

1. Effective April 1, 2016, the following pay plan structure shall be implemented:
  - 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, 2011, 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, 2011, 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, 2011, 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, 2011, 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, 2020, the Employer will implement one increment for 2020 only. Employees hired on or before October 1, 2019, shall be eligible to advance one increment, if available, on April 1, 2020. 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, 2019, shall not be eligible for an increment advancement in 2020. For 2020 only, employees at Increment 14 before April 1, 2020, shall receive a one-time lump sum payment based on one percent (1.0%) of their annual salary less deductions such as taxes. This one-time lump sum payment will be paid in April earnings, May 10<sup>th</sup> paycheck.

<b>Clerk's Office Non-Supervisory Employees</b>			
<b>Topped Out One-Time Allocation Chart</b>			
<b>Based on an 8.0 Hour Per Day Employee</b>			
<b>2020 Increment</b>			
<b>DBM</b>	<b>Annual</b>	<b>1.00 Percent</b>	
A12	\$40,734	\$407	1.00%
A13	\$43,491	\$435	1.00%
B21	\$47,027	\$470	1.00%
<b>Average/Total</b>			<b>1.00%</b>

<b>Clerk's Office Non-Supervisory Employees</b>			
<b>Topped Out One-Time Allocation Chart</b>			
<b>Based on a 7.5 Hour Per Day Employee</b>			
<b>2020 Increment</b>			
<b>DBM</b>	<b>Annual</b>	<b>1.00 Percent</b>	
A12	\$38,188	\$382	1.00%
A13	\$40,773	\$408	1.00%
B21	\$44,087	\$441	1.00%
<b>Average/Total</b>			<b>1.00%</b>

3. No employee shall receive an increment advancement after April 1, 2020.
4. The Human Resources Department shall determine all calculations.

## **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 of the comparable counties and use of regression analysis methodology to establish a trend line for the Yakima County classifications in the Decision Band Method classification structure. The market survey includes benchmark classifications for each occupational group as well as all classifications with an existing market premium. Detailed market surveys will be conducted at least every four 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 20.4.

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
		<b>TOTAL</b>	<b>37</b>

### **Market Premiums**

If the market compensation study determines 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 the 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 20.4.

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 range for the job classification. This paragraph is subject to the outcome of the provisions of Section 20.4.