

**2020**

**AGREEMENT**

**By and Between**

**YAKIMA COUNTY, WASHINGTON**

**And**

**YAKIMA COUNTY PUBLIC SERVICES DEPARTMENT  
CLERICAL, TECHNICAL AND PROFESSIONAL  
EMPLOYEES GROUP**

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

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## **PREAMBLE**

THIS AGREEMENT entered into by the County of Yakima, hereinafter referred to as the "Employer," and Yakima County Public Works Department Clerical, Technical And Professional Employees Group, hereinafter referred to as the "CTP Group," has as its purpose the promotion of harmonious relations between the Employer and the CTP Group, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

## **SUBORDINATE TO STATUTES**

This Agreement shall in all respects, whenever the same may be applicable herein, be subject and subordinate to the ordinances or resolutions of the Employer, regulations within its statutory jurisdiction, and shall further be subject and subordinate to the statutes of the State of Washington. However, an ordinance relating directly to wages, hours, or working conditions, insofar as it applies to employees covered by this Agreement, may not be changed during the term of the Agreement unless the Employer notifies the CTP Group of the change and, upon request of the CTP Group, negotiates concerning the change.

## **ARTICLE 1 - RECOGNITION**

The Employer recognizes the CTP Group as the exclusive bargaining representative for all full-time and regular part-time clerical, technical, and professional employees of the Yakima County Public Services Department and/or County Roads, but specifically excluding Solid Waste, Independent Local #1, Supervisory, and Confidential employees.

## **ARTICLE 2 - NON-DISCRIMINATION**

- 2.1 There shall be no discrimination by the Employer or the CTP Group against any employee on account of membership or non-membership in the CTP Group, race, creed, sex, color, religious belief, national origin, age, marital status, sexual orientation, military status, or disability unless based on a bona fide occupational qualification.
- 2.2 Whenever masculine words are used in this Agreement, they are intended to apply equally to either gender.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.1 The CTP Group recognizes the prerogative of the Employer to operate and manage the Public Services Department and/or County Roads and the services provided thereby in all respects in accordance with its responsibilities, lawful powers, and legal authority. All matters not expressly covered by the language of this Agreement, and/or mutually agreed upon written agreements executed subsequent to the date of signature of this labor agreement, shall be administered by the Employer in accordance with such policies and/or procedures as the Employer, from time to time, may establish and implement. The Employer's prerogatives or rights include, but are not limited to, the following:

- 3.1.1 The right to establish and implement reasonable work rules, procedures, and work performance standards, including the right to complete written performance evaluations of bargaining unit employees at least annually. The evaluations will be discussed and reviewed privately with the employee before they are filed, and the employee shall be given the right to prepare a written rebuttal to any evaluation the employee desires, which rebuttal shall be filed with the evaluation form. Any such rebuttal shall be submitted to the Employer within seven (7) calendar days following completion of the evaluation.
  - 3.1.2 The right to schedule work and overtime work and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with this labor agreement.
  - 3.1.3 The right to select, hire, transfer, and lay off employees as deemed necessary by the Employer in accordance with the provisions of this Agreement.
  - 3.1.4 The right to discipline employees in accordance with the provisions of this Agreement.
  - 3.1.5 The right to determine the size and composition of the work force, modify job responsibilities, and assign employees to work locations and shifts.
  - 3.1.6 The Employer may also assign incidental duties to employees that are not enumerated in job descriptions, and the employees shall perform the incidental duties upon the Employer's request.
  - 3.1.7 The Employer shall have the right to take whatever actions the Employer deems necessary to carry out Employer services in a bona fide emergency.
- 3.2 Past Practices: The Employer may change a past practice after providing the CTP Group with written notice. If the CTP Group 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 CTP Group's request to bargain. If no written request is submitted by the CTP Group 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. In the event of a bona fide emergency, no notice or bargaining is required before implementing the change.
- 3.3 It is the intent of the Employer to continue to utilize its employees to perform work; provided, however, the Employer has the right to contract out work previously and/or historically contracted out. If the Employer determines it necessary to contract out work not previously and/or historically contracted out which would directly result in the layoff of employees, then the Employer will provide the CTP Group with written notice. If the CTP Group wishes to bargain about the decision and its effects, it shall provide the Employer with a written request to bargain within fifteen (15) working days of receipt of the Employer's notice. Bargaining about the decision and its effects shall conclude within thirty (30) working days. If no written

request is submitted by the CTP Group or if no settlement is reached within the thirty (30) working day time period, then the Employer may proceed with its decision. In the event of a bona fide emergency, no notice or bargaining is required before contracting out.

- 3.4 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust emplaced in the officials, in this case, of the Board of Yakima County Commissioners and the elected officials and/or department directors and the rights and obligations owed thereby to the electorate in conformity with statutory law.
- 3.5 The Employer may take actions necessary to comply with the Americans with Disabilities Act, provided such actions do not conflict with the provisions of this Agreement.
- 3.6 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 - EMPLOYEE RIGHTS**

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

An employee may request that a written reprimand be removed from their file after three (3) years. Such request shall be in writing to the Public Services Director and County Engineer. In the event that the employee has received no disciplinary action during the three-year period, then the letter of reprimand shall be removed from the file. In the event that the employee has received disciplinary action during the three-year period, then the request shall be denied.

Any letter requesting removals will remain in the employee's personnel file after the reprimand is removed.

- 4.2 Except as otherwise provided in state law, off-duty activities of an employee shall not be cause for disciplinary action unless such activity is detrimental to the employee's performance on the job.
- 4.3 An employee may have a CTP Group representative from his or her duty station present at investigative meetings with management which may involve consideration and/or implementation of disciplinary action.
- 4.4 Yakima County agrees to administer a safety program in accordance with WAC 296-24

Part A-1.

- 4.5 When existing work rules are changed or new rules are established, they shall be posted prominently on bulletin boards for a period of seven (7) calendar days before becoming effective, except for work rules of an emergency nature. Employees shall comply with all existing rules that are not in conflict with the express terms of this Agreement, provided the rules are uniformly enforced.

#### **ARTICLE 5 - MAINTENANCE OF MEMBERSHIP**

- 5.1 The Employer recognizes CTP Group as the sole and exclusive bargaining representative concerning wages, hours, and other conditions of employment for employees described in the recognition clause.
- 5.2 Joining the Union: All employees in this bargaining unit have the right to voluntarily join the CTP Group. The Group as the Exclusive Bargaining Representative agrees to carry out its responsibilities under Chapter 41.56, RCW.
- 5.3 Questions about Group Membership: If an Employee has questions about Group membership, the Employer will remain neutral and direct the employee to discuss this topic with a Group Representative. The Group's Representative shall address the employee's inquiry as soon as possible.
- 5.4 Signed Dues Deduction Authorization: Current CTP Group members and those who choose to join CTP Group and pay monthly dues via a signed payroll deduction authorization will have their dues deducted once each month from their pay by the Employer. When Workday is implemented, the dues will be divided between two (2) pay dates each month. The signed payroll deduction authorization may be submitted electronically or by paper writing, and must be presented to the Employer's Human Resources Department. The deduction will begin in the payroll period after submission of the dues deduction authorization card or as soon as administratively possible if not submitted with enough time to make the next payroll period.
- 5.5 Amounts Deducted: The amounts to be deducted shall be certified to the Employer by CTP Group and the aggregate deductions shall be remitted to CTP Group together with an itemized statement including the employee name, department, hours worked, monthly base wage and the amount of Union dues deducted, after such deductions are made. If an employee terminates his/her employment on or before the 15<sup>th</sup> of the month, dues will not be deducted for that month; if the termination is after the 15<sup>th</sup>, dues will be deducted. When Workday is implemented, dues will be deducted if work is performed for more than one-half of each pay cycle. The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. The Employer shall continue to deduct and remit CTP Group dues and fees to the CTP Group until such time as CTP Group notifies the Employer that the payroll deduction authorization has been properly terminated in compliance with the terms of the authorization for payroll deduction executed by the employee. The Employer is

not a party to the authorization for payroll deduction as that is between the employee and CTP Group.

- 5.6 New Employee Orientation: These provisions shall be carried out in conformity with RCW 41.56.037. Each December, the Employer will provide the CTP Group with the upcoming year's monthly new hire orientation calendar. The CTP Group 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 CTP Group Representative shall be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding CTP Group membership and dues authorizations.
- 5.7 Defense, Hold Harmless and Indemnification: In regards to all the provisions of this Article, the CTP Group agrees to defend, indemnify and hold harmless the Employer from any and all claims, demands, lawsuits, administrative proceedings, ULPs, and grievances or other forms of liability, including the amounts of dues and fees deducted and withheld as well as attorneys' fees, costs, and/or expenses associated with the above listed activities (all claims, demands, etc.) that arise against the Employer for or on account of Employer actions consistent with the provisions of this Article.

#### **ARTICLE 6 - CTP GROUP/MANAGEMENT RELATIONS – COLLECTIVE BARGAINING**

- 6.1 Collective bargaining shall be conducted during work or non-work hours by authorized representatives of the CTP Group, and the authorized representatives of the Employer. Meetings may be scheduled at a mutually agreeable time, but not later than thirty (30) working days from the date of request for a meeting. Such requests shall be in writing and contain the items at issue. The request shall be sent to the Public Services Director, County Engineer, and the Human Resources Department Director.
- 6.1.1 No more than three (3) representatives of the CTP Group shall be paid for collective bargaining sessions held during work hours. Negotiation sessions held outside normal work hours shall not be compensable.
- 6.1.2 Agreements reached between the parties to this Agreement shall become effective only when signed by designated representatives of the CTP Group and the Employer.
- 6.2 Labor/Management meetings may be scheduled subject to the mutual agreement of the parties.

#### **ARTICLE 7 - PROBATIONARY PERIOD**

- 7.1 New Hires: Each newly hired employee of the Public Services Department and/or County Roads shall satisfactorily complete a twelve (12) month probationary period. The employer will conduct written employee performance evaluations during this probationary period. Probationary employees may be discharged or terminated at any time without cause and without recourse.

- 7.2 Existing Public Work Employees: Existing Public Services employees who change positions must satisfactorily complete a six (6) month work performance trial period. The employer will conduct written employee performance evaluations during this work performance period. The Employer is vested with the sole authority to determine satisfactory completion of the work performance trial period.

### **ARTICLE 8 - SENIORITY**

Seniority according to this agreement shall consist of the continuous service of an employee with the Public Services Department and/or County Roads. Continuous service of an employee with the former Public Works Department or Planning Department shall be considered to be seniority with the Public Services Department and/or County Roads. No employee shall have seniority established prior to satisfactory completion of the probation period. The employee's earned seniority shall not be lost because of absence due to illness, authorized leave of absence, or temporary lay-off. In the case of authorized leave of absence without pay or lay-off that exceeds half of the employee's scheduled work hours during a pay period, the employee will not earn seniority during the period of absence but shall retain previously earned seniority to the date of lay-off or leave of absence. Seniority shall be lost upon termination from the Public Services Department and/or County Roads. The seniority list shall be brought up to date each year by January 31 and a copy furnished to the CTP Group.

### **ARTICLE 9 - HOURS OF WORK AND OVERTIME**

#### 9.1 Hours of Work:

- 9.1.1 The work week normally will, as determined by the Public Services Director and County Engineer, consist of a forty (40) hour week, either five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days, Monday through Friday.
- 9.1.2 The normal work day shall begin between the hours of 4:00 a.m. and 9:00 a.m.
- 9.1.3 Notice shall be given as far in advance as possible when employees are called to work prior to their normal start time. The employee will be assigned to a full shift of consecutive eight (8) or ten (10) hours. The employee may be released after eight (8) or ten (10) hours.
- 9.1.4 A work day for employees will include time to and from the work area from the designated duty station.

- 9.2 Flexible Work Schedule: The Public Services Director and County Engineer, upon mutual agreement with an employee, may institute a flexible work schedule such that the employee's work week and/or work day are outside the days and hours contained in Sections 9.1.1 and 9.1.2 respectively.



- 9.2.1 When the Public Services Director, County Engineer, and the employee agree to change work schedules from a normal work schedule to a flexible work schedule, then the change will commence at a mutually agreeable time.
- 9.2.2 When the Public Services Director and County Engineer or the employee determines it is necessary to alter or change work schedules from a flexible work schedule back to a normal work schedule, then the party requesting the change shall give five (5) working days' notice to the other party.
- 9.3 Changes In Work Week and Work Day: When the Public Services Director and County Engineer determine it is necessary to alter or change work schedules (work week, work day, and/or working hours in a normal work day), the County shall give five (5) working days' notice to the affected employee(s) except in the event of a bona fide emergency, in which case no notice is necessary. When the work schedule is changed from four (4) ten hour days to five (5) eight hour days, then ten working days' notice shall be given.
- 9.4 Bona fide Emergency: This is inclusive of life-threatening situations, civil disorders, natural disasters, sudden unexpected happenings, unforeseen occurrences or conditions, and/or complication of circumstances.
- 9.5 Overtime: Work in excess of forty hours in any one (1) work week will constitute overtime and will be paid for at one and one-half (1.5) times the base hourly rate. Paid leave time such as PTO, sick, compensatory time, or holiday is included as time worked for the purpose of determining whether an employee has "worked" forty (40) hours in a work week for overtime pay purposes.
- 9.6 Compensatory Time: Employees may elect to receive payment for overtime by compensatory time off. Compensatory time off shall be granted at such times and in such time blocks as are mutually agreed upon between the employee and his or her supervisor. Compensatory time may be accrued to a maximum of one hundred forty (140) hours. Any time accrued in excess of one hundred forty (140) hours will be paid at the applicable rate. Each calendar year, employees will be allowed to carry forty (40) hours of compensatory time accrued into the next calendar year.
- 9.7 Call-Out: If an off-duty employee is called out at the direction of the Public Services Director or designee and County Engineer to perform job related duties, the employee shall receive pay or compensatory time at the time and one-half (1.5) rate for hours worked. If the employee is called out and subsequently sent home, the employee shall receive a minimum of two (2) hours pay or compensatory time at the time and one-half (1.5) rate. The call-out provision shall only apply for hours worked which are not contiguous, either preceding or following a regular shift.
- 9.8 Lunch and Rest Periods:
- 9.8.1 Employees shall be allowed an unpaid meal period of either thirty (30) or sixty (60) minutes as required to meet operational staffing requirements. Lunch periods will normally be taken at mid-shift unless otherwise directed. Meal periods shall be on the

Employer's time when the employee is required by the Employer to remain on duty on the premises or at a prescribed worksite in the interests of the Employer.

9.8.2 Employees will be allowed two (2) fifteen (15) minute rest periods of the Employer's time. Rest periods will normally be scheduled as near as possible to the mid-point of each one-half (1/2) work shift.

9.9 Cancellation of Work Shift: If Management cancels a work shift or portion thereof for extreme weather conditions or the safety of the employees, then Management makes the following provisions:

9.9.1 If notice of cancellation is given to the employee(s) any time prior to the designated starting time, then no payment is due for said cancellation; or,

9.9.2 If notice of cancellation occurs during the first half of a regular work shift, then said employee(s) shall be entitled to the payment of the difference between the time worked and one-half (1/2) of the regular work shift; or,

9.9.3 If the notice of cancellation occurs during the second half of the regular work shift, then said employee(s) shall be entitled to payment for the entire regular work shift.

### **ARTICLE 10 - WAGES**

10.1 The Pay Plan(s) effective for 2020 is set forth in Exhibit "A," which is attached hereto and incorporated herein by reference.

10.2 The Pay Plan Structure for 2020 is described 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." A., 2., 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.

- 10.3 Pay Period: Effective January 1, 2020, up to and including May 31, 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 without an optional draw. There shall be no deductions other than required by law or authorized by this Agreement, or authorized in writing by 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.

The Employer will continue to participate in Social Security.

All employees in the bargaining unit shall be compensated on an hourly basis for hours worked each month.

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

10.4 Effective in 2018, the task force of bargaining unit representatives and management established in 2017 (established as the 2017 Task Force on Benefits and Salary), as well as the Salary Committee, will be maintained to engage in informational only discussions about the outcome of the survey conducted by the Human Resources Department in 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.

10.4.1 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.

- 10.4.2 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.
- 10.5 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.
- 10.6 In the event Workday implementation is delayed for any reason, revisions will begin October 1, 2020.

### **ARTICLE 11 - MEDICAL BENEFITS**

- 11.1 Effective January 1, 2020, the Employer contribution towards the premiums will be up to a maximum of Nine Hundred Dollars (\$900.00) per month.
- 11.1.1 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.
- 11.1.2 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.
- 11.1.3 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
- 11.1.4 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.
- 11.2 The medical benefits package is subject to the provisions and actions of the Yakima County Employee Benefit Committee. The Public Services Department and/or County Roads shall be allowed one (1) representative to serve as representative on the Employee Benefit Committee. The representative shall be nominated and elected by the Public Services employees and shall serve a three (3) year term. Upon completion of the elected term, the nomination and election process shall take place.
- 11.3 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.

11.4 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.

11.4.1 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 12 - JOB POSTING AND SELECTION**

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

12.1.1 If the Public Services Director and County Engineer determine the need to fill a vacancy or new position, said opening shall be posted for seven (7) calendar days at each of the County shops and on the central employee notice bulletin board in the Courthouse. A copy of the announcement will also be sent to the CTP Group.

12.1.2 If a vacancy occurs in a position with the same job classification and minimum requirements of a prior job announcement, the Public Services Director and County Engineer 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.

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

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

- 12.2.2 Applicants interviewed will be evaluated on the basis of knowledge, skills, abilities, experience, and prior work performance with Yakima County (if applicable). If, in the Public Services Director's and County Engineer'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 Public Service Director's and County Engineer's judgment, the ability and qualifications of two (2) or more County employees are equal, the senior employee shall be selected.
- 12.2.3 Employees who are selected to fill vacancies in a higher classification will receive the entrance pay for the higher classification or the next pay increment which would result in an increase of at least five percent (5%).
- 12.2.4 In the event that an employee selected by the Public Services Director and County Engineer to fill an available position does not elect to accept the position, then, and in that event, the next qualified applicant shall be selected to fill said position.
- 12.2.5 During the six (6) month work performance probation period, employees will be permitted to return to their former classification and increment if they cannot perform satisfactorily in the next classification, or by mutual agreement by the employee and the Public Services Director and County Engineer, provided there is a position available. If there is no position available, said employee shall be placed on recall status in accordance with the provisions of the layoff article.

**ARTICLE 13 - CLASSIFICATION ASSIGNMENT AND  
WORK OUT OF CLASSIFICATION**

- 13.1 The Public Services Director or designee and County Engineer shall be the sole determiner as to the need or necessity to assign or reassign employees in order to most effectively carry out the Employer's obligation to provide services to the public.
- 13.2 Job classifications are broad specifications of jobs to be performed by employees. Employees will be assigned a primary position. Primary positions are functional work categories within job classifications defining major groupings of job responsibilities.
- 13.3 Temporary re-assignment to different primary positions within the job classification shall not result in an adjustment in pay and shall not exceed a period of up to six (6) months from the date of temporary reassignment. Reassignments may be made by the Public Services Director or designee and County Engineer according to departmental needs or necessity.
- 13.4 Out of Class Pay: Effective January 1, 2020, up to and including June 30, 2020, when an employee is assigned to work at a higher job classification for four (4) hours or more in any one (1) work day, said employee shall be paid at the increment in the range of the higher classification which would provide a minimum of 5%.

Subject to Workday implementation, effective July 1, 2020, when an employee is assigned to work at a higher job classification for four (4) hours or more in any one (1) work day, 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 four (4) hours or more in any one (1) work day, 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 four (4) hours or more in any one (1) work day, 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 four (4) hours or more in any one (1) work day, the employee shall be paid at a maximum 20.0% flat rate cap.
- d. The language outlined in this section 13.4 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.

- 13.5 Reclassification may occur in accordance with the Yakima County Personnel Rules and Regulations.

#### **ARTICLE 14 - LAYOFF AND RECALL**

14.1 Layoff:

- 14.1.1 The Public Services Director and County Engineer and/or the Board of County Commissioners shall be the sole determiners of when layoffs are necessary. The Employer may lay off employees when such action is determined to be necessary by reason of lack of work, lack of funds, or reorganization of the Public Services Department and/or County Roads. The Public Services Director and County Engineer shall have the right to determine by job classification and primary position the number of employees to be reduced. The CTP Group will be notified of the specific job classifications/primary positions in which layoffs will take place and the number of employees in those job classifications/primary positions who are designated for layoff status.



14.1.2 If the Public Services Director and County Engineer and/or the Board of County Commissioners determines that a layoff is necessary within certain job classifications, then, and in that event, employees in the affected job classifications shall be laid off in the following order:

- (1) Temporary, seasonal or casual employees;
- (2) Probationary employees;
- (3) Regular part-time and regular full-time employees – Regular part-time and regular full-time employees shall be reduced by laying off the least senior employee within the affected job classifications in accordance with the above; provided that the remaining senior employees have the necessary job skills to perform the variety of tasks required of that classification.
- (4) Employees on leave are subject to layoff procedures.

In regard to this Provision 14.1.2, if the employees affected are Public Services employees, then the Public Services Director and/or the Board of County Commissioners shall determine if layoffs are necessary; and which classifications within this provision will be laid off. If the employees affected are County Roads employees, then the County Engineer and/or Board of County Commissioners shall determine if layoffs are necessary; and which classifications within this provision will be laid off.

14.1.3 Bumping: Any employee who is laid off by a reduction in the work force shall have the right to retreat to his or her last previously held job classification by "bumping" the least senior employee within that classification, provided that the retreating employee is more senior than the least senior employee. A laid off employee may only retreat to, or bump into, a position having a pay band equal to or lower than the employee's existing pay band. A retreating employee shall maintain his or her seniority and be paid at the wage range of the lower classification to which he is retreating at a level which shall be determined by the accumulation of his or her seniority in both positions (*i.e.*, the position he/she was laid off from and the position he is retreating to). An employee "bumped" by a retreating employee shall have the right also to retreat in compliance with the preceding procedure. Employees shall be provided with two (2) weeks' notice of their lay-off status.

## 14.2 Recall:

14.2.1 In the recall of employees, the last person laid off in the job classification/primary position will be recalled first, provided that said employee is qualified to perform the work needed in a satisfactory manner. Employees laid off will be eligible for recall for a period of one (1) year from the date of lay off. Employees shall notify the Employer, in writing, of their current address. An offer of recall shall be in writing and sent by certified mail to the last known address of the employee. The employee

shall have been deemed to have received notice within three (3) working days after the County mailed said notice. An employee so notified must indicate his or her acceptance of said recall within five (5) calendar days of receipt of notice and shall be back on the job within five (5) calendar days of acceptance of said offer or forfeit all recall rights under this article.

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

### **ARTICLE 15 - DISCIPLINE**

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

The disciplinary action taken is dependent upon the seriousness of the affected employee's conduct. The County Services Director or designee and County Engineer may, but are not required to, utilize progressive discipline where the circumstances warrant imposition of a more severe form of discipline.

- 15.3 The Public Services Director or designee and County Engineer may discharge or terminate an employee for just cause. The Public Services Director and County Engineer shall make available the specified charges in writing at least one (1) working day prior to the effective date of the action, unless 15.4 of this Article is applicable. The Public Services Director or designee and County Engineer shall notify the CTP Group of said discharge or termination for just cause.
- 15.4 When the Public Services Director or designee and County Engineer determine that circumstances are such that the retention of the employee will likely result in disruption of County programs, damage to or loss of County property, or be injurious to the County employee, fellow employees, members of the public, and/or services provided by the County, the Public Services Director or designee and County Engineer may discharge or terminate the employee immediately. In such cases, written notice of the disciplinary action shall be made available to the employee by the County not later than one (1) working day after the action became effective.

- 15.5 The Public Services Director or designee and County Engineer may suspend an employee for cause as specified in this Article. An employee may not be suspended for more than thirty (30) working days.
- 15.6 In cases of suspension, the specific charges and duration, where applicable, shall be made available to the employee in writing by the County not later than one (1) working day after the action became or becomes effective.
- 15.7 Untimely notice of disciplinary action shall not affect the validity of said disciplinary action.
- 15.8 Employees shall be apprised of charges or complaints by a third party which the County may consider damaging to the employee's work record. If the County initiates formal disciplinary action, not including investigating action in response to third party allegations, specific information in said allegations shall be made available to the employee.
- 15.9 Suspension with Pay: At the discretion of the Public Services Director or designee and County Engineer, an employee may be suspended with pay and benefits pending investigation of allegations of misconduct when the nature of the allegation compromises the ability of the employee to perform his or her duties. If the charges are substantiated, disciplinary action will be taken in accordance with the nature of the offense. If the charges are unfounded, the employee will be restored to duty and provided a letter of exoneration.
- 15.10 Administrative Leave: At the discretion of the Public Services Director or designee and County Engineer, an employee may be placed on Administrative Leave with pay and benefits pending investigation of allegations of misconduct, when the nature of the allegation compromises the ability of the employee to perform his or her duties. Administrative Leave with pay is not a disciplinary action. If the charges are substantiated, disciplinary action will be taken in accordance with the nature of the offense. If the charges are unfounded, the employee will be restored to duty and provided a letter of exoneration. While on administrative leave with pay, the employee must remain available for contact during regular work hours if needed. The employee must provide management with current contact information and inform management of any changes to contact information as soon as possible.

#### **ARTICLE 16 - GRIEVANCE PROCEDURE**

- 16.1 Crucial to employee morale and productive work relations between the parties is a fair and just resolution of both parties' grievances.
- 16.2 A grievance is defined as a violation or dispute involving the interpretation, application, or alleged violation of provisions of this Agreement.
- 16.3 A grievance may be presented by an employee, the CTP Group, or the Employer.

16.4 Each grievance must be submitted in accordance with the following procedure within the time frame set forth. If the grievance is not submitted in conformance with the procedure and in a timely manner, then the grievance shall be considered forever waived and lost. Each grievance must specify the relevant facts, the specific sections of the Agreement alleged to have been violated, and a clear expression of the remedy sought. All time limits may be extended by mutual written agreement.

16.5 The grievance procedure shall be as follows:

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

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

The Employer has a right to file a grievance against the CTP Group and/or employee(s). The Employer's grievance shall be in writing and shall be submitted to the CTP Group Representative within ten (10) working days of the occurrence of the alleged grievance. Thereafter, the CTP Group Representative shall respond in writing to the Employer within ten (10) working days after receipt of the grievance.

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

Step 4:

(a) Final and Binding Arbitration: If the grievance has not been resolved, either party may submit the grievance to arbitration within ten (10) working days from the response in Step 3. Failure to timely appeal the grievance shall

render final and binding the decision established in Step 3. The request shall specifically identify the issue(s) related to the grievance as previously established during the original filing of said grievance.

- (b) Arbitrator – Selection: After timely notice, the parties will select an arbitrator. If possible, an arbitrator will be selected within twenty (20) calendar days after receipt of the grievance at Step 4 by requesting that the Federal Mediation and Conciliation Service (FMCS) or the Public Employment Relations Commission (PERC) submit a list of five (5) names from the register of whichever agency is agreed upon by the parties. Both the Employer and the CTP Group shall have the right to alternately strike two (2) names from the list. The party requesting arbitration shall strike the first name. The remaining name shall be the arbitrator.
- (c) Decision - Time Limit: The arbitrator shall hear the matter at the earliest possible date. After completion of the hearing, a written decision shall be entered within thirty (30) calendar days, unless an extension of time is agreed upon.
- (d) Limitation, Scope, and 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 power of the arbitrator shall be limited to interpretation of or application of the terms of this Agreement or to determine whether there has been a violation of the terms of this Agreement by either the Employer or the CTP Group and/or employee(s).
  - (iii) The arbitration shall be conducted in accordance with PERC rules.
- (e) Arbitration Award - Damages – Expense:
  - (i) Arbitration awards shall not be made prior to the date of the occurrence upon which the grievance is based.
  - (ii) Each party hereto shall pay the expenses of their own representatives, attorneys, witnesses, and other costs associated with the presentation of their case. The parties shall equally share the cost of billing of the arbitrator.

**ARTICLE 17 - KEEPING RECORDS**

The Employer is responsible for maintaining the official permanent records regarding bargaining unit employees PTO leave, sick leave and other leave accrual, usage, and balances.

**ARTICLE 18 - HOLIDAYS**

18.1 Regular employees shall have the following specified holidays off with regular rates of pay as follows:

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

18.2 Whenever a legal holiday falls on a Sunday, the following Monday shall be a legal holiday. Whenever a legal holiday falls on a Saturday, the preceding Friday will be the legal holiday. If a holiday occurs on a scheduled day off, the employee shall be given in lieu thereof the preceding scheduled work day if the holiday occurs on Friday, or the following scheduled work day if the holiday occurs on Monday.

18.3 Should an employee be called to work on any of the above holidays, said employee, in addition to their holiday pay, shall receive pay at the rate of time and one-half (1-1/2).

18.4 When an employee is working a regular schedule of four (4) ten (10) hour days when a designated holiday occurs, then he/she will be credited with ten (10) hours of holiday time. When an employee is working a flexible work schedule when a holiday occurs, then he/she will be credited with holiday time equivalent to the number of hours scheduled to be worked that day.

18.5 Regular part-time employees will receive holidays on a pro-rated basis.

**ARTICLE 19 – PAID TIME OFF (PTO) LEAVE**

19.1 PTO Leave – PTO leave is earned by regular full-time employees of Yakima County as described below for each month of completed service. Regular part-time employees earn PTO leave on a pro-rated basis according to the hours budgeted for the position. PTO leave

is not available to the employee until after having served thirty (30) consecutive days of employment.

- 19.2 Accrual: Employees earn a PTO leave for their first month of employment if they are placed on the payroll on or before the fifteenth (15th) of the month and work continuously through the rest of that month. Terminating employees do not receive PTO leave credit for the month in which they terminate unless they actually work continuously through the fifteenth (15th) of the month in which they terminate.

PTO leave may be accumulated to a maximum of the equivalent of forty (40) working days (320 hours), after which time, if not taken, shall lapse month by month.

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

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

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

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

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

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

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

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

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

- 19.4 Computation of Payment/Use: PTO leave may be charged in quarter hour increments. One (1) day is equal to eight (8) hours or ten (10) hours based on the employee's regularly scheduled work day.
- 19.4.1 All accumulated PTO leave is paid when an employee leaves employment of Yakima County for any reason, provided adequate notice has been given. In case of death, all accumulated PTO leave is paid to the estate of the employee. All payments as terminal leave for the unused PTO leave are based on the employee's salary at the time of separation or death. Adequate notice, for employees resigning from County employment, is defined as written notice submitted at least fourteen (14) calendar days prior to termination of employment.
- 19.4.2 PTO leave must be requested in advance and is subject to the approval of the Public Services Director or designee and County Engineer, provided said PTO leave will not be unreasonably denied.
- 19.4.3 With the approval of the Public Services Director or designee and County Engineer, an employee may take any portion of their PTO leave at any time, provided that such employee shall not be permitted to use PTO leave in excess of their accrued balance. Any leave taken prior to accrual of such leave shall be considered as an unauthorized absence from work and may subject the employee to disciplinary action as well as deduction from the employee's monthly paycheck.
- 19.4.4 PTO leave may be used for any purpose; however, employees must comply with the leave request/reporting requirements for leave used in conjunction with state and federal family medical leave laws. If possible, an employee requesting PTO must make a written request in advance. The supervisor shall consider the request and shall approve or deny it. A medical statement/release may be required before the employee is permitted to return to work if the employee has been absent more than three (3) consecutive days due to the employee's injury or illness. All medical releases will be presented to the Human Resources Department.
- 19.4.5 PTO leave use will be approved when conditions of the Federal Family and Medical Leave Act, Washington Family Leave Act and/or Washington Family Care Act are met.
- 19.5 PTO Leave Sharing Program for Catastrophic Illness. A leave contribution program is established to permit employees to transfer a specified amount of PTO leave to another employee of Yakima County.

The recipient employee must:

- a) have an extraordinary or serious illness or injury, or



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

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

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

- 19.6 Paid Time Off (PTO) Leave. Subject to Workday implementation, this provision shall be inclusive of PTO, Extended Sick Leave (ESL), and Sick Leave (SL).
- 19.7 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 PTO accrual = 10 hours  
**First pay cycle:** 5 hours (earned at end of pay cycle = 15<sup>th</sup> of the month)  
**Second pay cycle:** 5 hours (earned at end of pay cycle = last day of the month)

- 19.8 In the event Workday implementation is delayed for any reason, then the revisions set forth in 19.6 and 19.7 will begin October 1, 2020.

**ARTICLE 20 - SICK LEAVE/EXTENDED SICK LEAVE (ESL)**

20.1 Definitions:

- 20.1.1 “Adult child” means a child who is eighteen years of age or older.
- 20.1.2 “Brother” means a male having the same parent as an employee.
- 20.1.3 “Child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*.
- 20.1.4 “Grandparent” means a parent of a parent of an employee.

- 20.1.5 “Immediate family” means persons related to the employee by blood or marriage or legal adoption, specifically and limited to wife, husband, state 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.
- 20.1.6 “Minor child” means a child who is under eighteen years of age.
- 20.1.7 “Parent” means a biological or adoptive parent of an employee or an individual who stood *in loco parentis* to an employee.
- 20.1.8 “Parent-in-law” means a parent of the spouse of an employee.
- 20.1.9 “Sister” means a female having the same parent as an employee.
- 20.1.10 “Spouse” means a husband or wife of an employee, as the case may be or a state registered domestic partner.
- 20.1.11 “Health condition that requires treatment or supervision” means:
- 20.1.11.1 Any medical condition requiring treatment or medication that the child cannot self-administer;
  - 20.1.11.2 Any medical or mental health condition which would endanger the child’s safety or recovery without the presence of a parent or guardian;  
or
  - 20.1.11.3 Any condition warranting treatment or preventative health care, such as physical, dental, optical or immunization services, when a parent must be present to authorize and when sick leave may otherwise be used for the employee’s preventative health care.
- 20.1.12 “Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves any period of incapacity or treatment connected with inpatient care (*i.e.*, an overnight stay) in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment or recovery in connection with such inpatient care; or that involves continuing treatment by or under the supervision of a health care provider or a provider of health care services and which includes any period of incapacity (*i.e.*, inability to work, attend school, or perform other regular daily activities).
- 20.1.13 “Emergency condition” means a health condition that is a sudden, generally unexpected occurrence or set of circumstances related to one’s health demanding immediate action, and is typically very short term in nature.

- 20.1.14 “Incapable of self-care” means that the individual requires active assistance or supervision to provide daily self-care in several of the “activities of daily living” (ADLs) or “instrumental activities of daily living (IADLs). Activities of daily living include adaptive activities such as caring appropriately for one’s grooming and hygiene, bathing, dressing, and eating. Instrumental activities of daily living include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephone and directories, using a post office, etc.
- 20.1.15 “Physical or mental disability” means a physical or mental impairment that limits one or more activities of daily living or instrumental activities of daily living.
- 20.2 Sick Leave: An employee with a sick leave balance as of December 31, 2012, will retain his or her sick leave bank balance, but additional hours will cease to accrue. The employee may choose to use sick leave from the bank for any reason specified under Section 20.4 below.
- 20.3 Computation of Payment: Sick leave absences shall be charged at the rate of one quarter (1/4) hour of sick leave for each quarter hour of absence.
- 20.3.1 Part day sick leave shall commence at the time the employee leaves the work area and shall end at the time the employee returns to the work area.
- 20.3.2 Upon separation from employment, any unused sick leave shall be forfeited except in the case of death or retirement under the County’s PERS or LEOFF retirement systems. Upon such death or retirement, twenty-five percent (25%) of all of the employee’s accumulated sick leave shall be paid to the employee or to his or her estate based on the employee’s April 1, 2017, base hourly rate.
- 20.4 Use: Sick leave may not be taken before it is accrued. Sick leave may be taken for any of the following reasons:
- 20.4.1 An employee’s illness, injury, or temporary disability that incapacitates the employee to the extent that work can no longer be performed.
- 20.4.2 An employee’s doctor appointment.
- 20.4.3 Doctor appointments for an employee’s minor child.
- 20.4.4 Doctor appointments for an employee’s adult child who is “incapable of self care” because of a “physical or mental disability.”
- 20.4.5 To care for an employee’s minor child with a “health condition that requires treatment or supervision” by the employee or an employee’s adult child who is “incapable of self care” because of a “physical or mental disability” with a “health condition that requires treatment or supervision” by the employee.
- 20.4.6 To care for an employee’s spouse, state registered domestic partner, parent, parent-

in-law or grandparent who has a “serious health condition” that requires treatment or supervision by the employee or an “emergency condition.”

- 20.4.7 To care for an employee’s brother, sister, step-brother, step-sister, grandchild, or step-grandchild with a “serious health condition” requiring the attendance of the employee. The use of sick leave in this case shall be limited to a maximum of three (3) days of sick leave for each occurrence.
  - 20.4.8 To care for an employee’s aunt, uncle, cousin, niece, or nephew living in the employee’s household with a “serious health condition” requiring the attendance of the employee. The use of sick leave in this case shall be limited to a maximum of three (3) days of sick leave for each occurrence.
  - 20.4.9 For bereavement leave for a death in the immediate family. The use of sick leave for bereavement leave shall be limited to a maximum of five (5) days of sick leave for each occurrence.
  - 20.4.10 In the case where an employee is receiving industrial insurance time loss payments due to an on-the-job injury, an employee may request the use of sick leave to compensate for the difference between industrial insurance compensation and full pay. In this case, the employee shall submit evidence of the amount of industrial insurance payment received
  - 20.4.11 Employees may only use the actual number of days sick leave accumulated.
  - 20.4.12 Sick leave cannot be claimed by an employee on PTO leave or compensatory time unless the employee immediately notifies the Employer of the illness. Upon return to work, the employee may be required by the Director of Public Services or designee and County Engineer to present a written doctor's certification stating the nature, extent and length of the illness.
- 20.5 Reporting: An employee who for any reason must take sick leave shall notify his or her immediate supervisor or Department Head as soon as possible.

A doctor's certification of illness may be required of the employee at the time the employee returns to work when absent because of illness or injury of any person for a period of more than three (3) consecutive days.

- 20.6 Extended Sick Leave (ESL): Effective January 1, 2013, the ESL bank will be implemented.
- 20.6.1 ESL is earned by regular full-time employees of Yakima County at the rate of four (4) hours for each month of completed service. Regular part-time employees earn ESL on a pro-rated basis according to the hours budgeted for the position.
  - 20.6.2 An employee is eligible to use available ESL when the employee has:

- an extended illness or injury lasting more than 10 consecutive work days (cannot be used for intermittent absences);
- a qualified family member with an extended illness or injury lasting more than 10 consecutive work days (cannot be used for intermittent absences);
- served thirty (30) consecutive days of employment; and
- used 5 work days or 40 hours of PTO, SL, CT or LWOP.

The changes will become effective beginning in the payroll period following signature of this CBA by the last signing party.

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

20.6.4 All re-employed persons whose continuous service has been interrupted by termination shall be considered new employees and shall be subject to the applicable qualifying period of employment. Exception: Employees rehired within the layoff period after a reduction in force will have their accumulated ESL bank hours restored.

20.6.5 ACCUMULATION OF LEAVE. ESL is cumulative to a maximum of thirty (30) working days (240 hours), after which time no additional leave may be earned until the leave balance is reduced through use of leave hours. An employee cannot have more than 240 hours of ESL credit in the bank at any time. The maximum ESL balance shall be pro-rated for employees who regularly work less than forty (40) hours per week.

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

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

20.6.7.1 With the approval of the Department Head/Elected Official, an eligible employee may take all or any portion of the employee's available ESL. Employees are not permitted to use ESL in excess of their available balance. Leave may not be taken before it is accumulated.

20.6.7.2 ESL may only be used for the employee's own illness or injury or for the following family members: spouse, 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,

- 20.7 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.
- 20.8 Subject to Workday implementation, this provision shall be inclusive of PTO, Extended Sick Leave (ESL), and Sick Leave (SL).
- 20.9 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 ESL accrual = 4 hours<br/><b>First pay cycle:</b> 2 hours (earned at end of pay cycle = 15<sup>th</sup> of the month)<br/><b>Second pay cycle:</b> 2 hours (earned at end of pay cycle = last day of the month)</p> |
|--|
- 20.10 In the event Workday implementation is delayed for any reason, then the revisions set forth in 20.8 and 20.9 will begin October 1, 2020.

## **ARTICLE 21 - OTHER LEAVES**

- 21.1 No leave of absence, whether with or without pay, shall be allowed unless authorized in advance by the Public Services Director and County Engineer. Requests for such leave shall be submitted in writing to the Public Services Director and County Engineer and shall state the reasons for the request and expected length of the absence. Absences not approved may be treated as a leave without pay and may be grounds for immediate dismissal. Unauthorized absence for three (3) consecutive days may constitute separation from service.
- 21.2 Leave With Pay:
- 21.2.1 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 is on Military Leave with pay, the employee shall receive his regular pay, plus the amount of his military pay.
- 21.2.2 Court Leave: All full-time employees, submitting the proper authorization, may be given court leave for the purpose of serving as a member of a jury or as a witness in

Federal, State, County or City Court. 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.

21.3 Leave Without Pay: Upon written receipt of a request for leave of absence, the Public Services Director and County Engineer may grant a "Leave Of Absence Without Pay." Approval, if granted, shall be provided to the employee in writing. An extension of an approved leave of absence without pay for medical or educational purposes may be granted at the discretion of the Public Services Director and County Engineer. Upon expiration of an approved leave of absence without pay, the employee shall be reinstated in the position held at the time the leave was granted, unless the position has been designated for lay-off or the employee is unable to return to the position due to medical disability.

21.3.1 Employees on authorized leave of absence without pay shall not accrue PTO or sick leave benefits, or receive seniority credit while on such leave, if the leave of absence exceeds 50% of the employee's scheduled work hours for the month.

21.3.2 An employee approved and certified under the Family Medical Leave Act (FMLA) shall continue to receive the employer contribution for medical insurance under the provisions of the FMLA. Employees not covered under FMLA and on approved leave of absence may elect to continue coverage under the County's medical or life insurance plan. Full costs 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 accruals 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.

21.4. In the event Workday implementation is delayed for any reason, then the revisions set forth in 21.3 will begin October 1, 2020.

21.5 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 22 - NO STRIKE - NO LOCKOUT**

22.1 Neither the CTP Group nor employee(s) shall support or participate in any strike, work stoppage, slow down, or any other interference with the work and/or statutory functions and/or obligations of the Employer.

22.2 County employees who engage in any of the above-referenced activities shall not be entitled to any pay or fringe benefits during the period he/she is engaged in such activity.

22.3 On condition that the CTP Group and/or bargaining unit employees do not violate the provisions of this Article, the Employer will not lockout employees.

### **ARTICLE 23 - SAVINGS**

Should any Article or Section of this Agreement or any Addendum thereto be invalidated 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. The parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Workday Program: The CTP Group 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 24 - ENTIRE AGREEMENT**

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



## **ARTICLE 25 - AMENDMENTS**

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 notice shall set out in detail the amendment desired by specifying the exact language of any proposed modification of, or supplement to this Agreement, or the exact language of any provisions proposed to be deleted. The representatives of each party shall meet within a reasonable time after such notice is given for the purpose of negotiating with regard to such proposed amendment. Neither party is required during the term of this Agreement to agree to a change in this Agreement.

## **ARTICLE 26 - TERM OF AGREEMENT AND TERMINATION**

- 26.1 The terms and conditions of this Agreement shall be effective as of the 1<sup>st</sup> day of January, 2020, except as otherwise provided in 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 be effective until the 31<sup>st</sup> day of December, 2020.
- 26.2 The parties shall start negotiations in July, 2020, for a successor 2021 and perhaps beyond CBA. Negotiations shall commence thereafter on mutually acceptable dates.
- 26.3 If the parties have not reached agreement through normal negotiation proceedings then either party may request a mediator from the Public Employment Relations Commission (PERC). The determination of the mediator shall be advisory only and not binding on the parties.
- 26.4 It is understood and agreed between the parties that all expenditures brought about as a result of the terms and conditions of this Agreement must meet the requirements and procedures of federal and state laws. These expenditures must also be in compliance with any other contracts which may be the basis for expenditures under this Agreement, such as insurance contracts and policies and changes thereto by carriers. The Employer shall have the right to implement modifications in accordance with changes involving State laws, federal laws, and other legal documents such as insurance contracts.

*[Signature page follows.]*

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

**FOR THE EMPLOYER,**

**Yakima County**

\_\_\_\_\_  
Norm Childress, Chairman  
Yakima County Board of County Commissioners

\_\_\_\_\_  
Ron Anderson, Commissioner  
Yakima County Board of County Commissioners

\_\_\_\_\_  
Victoria L. Baker, Commissioner  
Yakima County Board of County Commissioners

\_\_\_\_\_  
Lisa Freund, Director of Public Services

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

Represented by:

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

**FOR THE CTP GROUP,**

**Yakima County  
Clerical, Technical, and Professional  
Employees Group**

\_\_\_\_\_  
Judy Pozarich, President

\_\_\_\_\_  
Elias Hansen, Vice President

\_\_\_\_\_  
Kim Pfaff, Member at Large

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**  
**Public Services Department - Clerical, Technical and Professional Employees Group**  
**Effective January 1, 2020**  
*Page 1 of 2*

Pay Grade		Increment	Increment	Increment	Increment	Increment	Increment	Increment	Increment	Increment	Increment	Increment	Increment	Increment	Increment
		1	2	3	4	5	6	7	8	9	10	11	12	13	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
	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
	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
	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
	8 hr YR	37,841	38,694	39,572	40,462	41,377	42,316	43,268	44,245	45,246	46,272	47,311	48,374	49,462	50,575
	8 hr MO	3,153	3,225	3,298	3,372	3,448	3,526	3,606	3,687	3,771	3,856	3,943	4,031	4,122	4,215
B22	HR	18.19	18.60	19.03	19.45	19.89	20.34	20.80	21.27	21.75	22.25	22.75	23.26	23.78	24.31
	8 hr YR	40,870	41,760	42,675	43,602	44,554	45,531	46,520	47,533	48,572	49,635	50,723	51,836	52,973	54,135
	8 hr MO	3,406	3,480	3,556	3,634	3,713	3,794	3,877	3,961	4,048	4,136	4,227	4,320	4,414	4,511
B23	HR	19.65	20.08	20.52	20.96	21.42	21.89	22.37	22.85	23.35	23.86	24.39	24.92	25.47	26.03
	8 hr YR	46,211	47,064	47,929	48,807	49,709	50,624	51,551	52,503	53,467	54,444	55,445	56,459	57,498	58,548
	8 hr MO	3,851	3,922	3,994	4,067	4,142	4,219	4,296	4,375	4,456	4,537	4,620	4,705	4,791	4,879
B24/B31	HR	22.22	22.63	23.04	23.46	23.90	24.34	24.78	25.24	25.71	26.18	26.66	27.14	27.64	28.15
	8 hr YR	51,032	51,922	52,825	53,739	54,679	55,631	56,595	57,584	58,585	59,611	60,650	61,713	62,789	63,889
	8 hr MO	4,253	4,327	4,402	4,478	4,557	4,636	4,716	4,799	4,882	4,968	5,054	5,143	5,232	5,324
B25/B32	HR	24.53	24.96	25.40	25.84	26.29	26.75	27.21	27.68	28.17	28.66	29.16	29.67	30.19	30.72
	8 hr YR	53,331	54,481	55,656	56,855	58,079	59,327	60,600	61,899	63,221	64,581	65,966	67,375	68,821	70,293
	8 hr MO	4,444	4,540	4,638	4,738	4,840	4,944	5,050	5,158	5,268	5,382	5,497	5,615	5,735	5,858
C41	HR	25.64	26.19	26.76	27.33	27.92	28.52	29.13	29.76	30.39	31.05	31.71	32.39	33.09	33.79

**EXHIBIT "A"**  
**2020 Pay Plan**  
**Public Services Department - Clerical, Technical and Professional Employees Group**  
**Effective January 1, 2020**

*Page 2 of 2*

Pay Grade		Increment	Increment	Increment	Increment	Increment	Increment	Increment	Increment	Increment	Increment	Increment	Increment	Increment	Increment
		1	2	3	4	5	6	7	8	9	10	11	12	13	14
8 hr		YR 56,471	57,658	58,870	60,106	61,367	62,653	63,963	65,298	66,670	68,067	69,489	70,948	72,431	73,952
8 hr	MO	4,706	4,805	4,906	5,009	5,114	5,221	5,330	5,442	5,556	5,672	5,791	5,912	6,036	6,163
C42	HR	27.15	27.72	28.30	28.90	29.50	30.12	30.75	31.39	32.05	32.72	33.41	34.11	34.82	35.55
8 hr	YR	59,574	60,798	62,047	63,320	64,618	65,953	67,313	68,698	70,107	71,554	73,025	74,533	76,078	77,648
8 hr	MO	4,965	5,067	5,171	5,277	5,385	5,496	5,609	5,725	5,842	5,963	6,085	6,211	6,340	6,471
C43	HR	28.64	29.23	29.83	30.44	31.07	31.71	32.36	33.03	33.71	34.40	35.11	35.83	36.58	37.33
8 hr	YR	63,543	64,828	66,139	67,474	68,834	70,218	71,628	73,074	74,545	76,041	77,574	79,132	80,726	82,358
8 hr	MO	5,295	5,402	5,512	5,623	5,736	5,852	5,969	6,090	6,212	6,337	6,465	6,594	6,727	6,863
C44/C51	HR	30.55	31.17	31.80	32.44	33.09	33.76	34.44	35.13	35.84	36.56	37.30	38.04	38.81	39.60
8 hr	YR	70,552	72,073	73,630	75,225	76,857	78,526	80,220	81,950	83,718	85,535	87,390	89,281	91,210	93,188
8 hr	MO	5,879	6,006	6,136	6,269	6,405	6,544	6,685	6,829	6,977	7,128	7,282	7,440	7,601	7,766
C45/C52	HR	33.92	34.65	35.40	36.17	36.95	37.75	38.57	39.40	40.25	41.12	42.01	42.92	43.85	44.80

**EXHIBIT “B”**  
**YAKIMA COUNTY PUBLIC WORKS DEPARTMENT**  
**CLERICAL, TECHNICAL AND PROFESSIONAL EMPLOYEES GROUP**

**2020 PAY PLAN STRUCTURE**

- A. Compensation to employees includes consideration of the salary range structure as well as all other economic benefits received. The Board of County Commissioners, based on the County’s economic position and the county’s labor market, may choose to implement compensation increases to employees by way of salary increases and/or increases to other economic benefits. At such time that the Board decides to grant employee salary increases, the Board may choose to:
1. Revise a Pay Range by applying all or part of a market adjustment identified by the Salary Survey Methodology to the Salary Range Structure and Pay Table Structure.
  2. Approve the movement of employees up one increment in a Pay Range subject to the following limitations:
    - a) 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.
    - b) 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.
    - c) 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.
    - d) Employees hired after December 31, 2011, may not progress above the twelfth increment of the pay range for DBM level C45.
  3. Revise a Pay Range by applying all or part of a market adjustment AND approve the movement of employees up one increment in a Pay Range.
- B. 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 A. 2., 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. No employee shall receive an increment advancement after April 1, 2020.

<b>CTP</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%
B22	\$50,575	\$506	1.00%
B23	\$54,135	\$541	1.00%
B24/B31	\$58,548	\$585	1.00%
B25/B32	\$63,889	\$639	1.00%
C41	\$70,293	\$703	1.00%
C42	\$73,952	\$740	1.00%
C43	\$77,648	\$776	1.00%
C44/C51	\$82,358	\$824	1.00%
C45/C52	\$93,188	\$932	1.00%
<b>Average/Total</b>			<b>1.00%</b>

- C. No employee shall receive an increment advancement after April 1, 2020.
- D. The Human Resources Department will 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 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 10.5.

**Market Premiums:** If the market compensation study indicates that the trend line base salary range for a classification is 10% or more below the market target position's median at both entry and maximum , then the Union and the Employer shall meet to negotiate the appropriate method and economic adjustment (market premium or reclassification) for the classification. The results of the negotiation shall be applied in the following fiscal year. If the Union and Employer agree that reclassification is appropriate, the reclassification shall occur in accordance with the County Classification and Compensation Policy (HR-001). If the Union and 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 Salary Survey subject matter is subject to the provisions of Section 10.4.

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 classifications. This paragraph is subject to the outcome of the provisions of Section 10.4.