

**2018-2020 LABOR AGREEMENT
By and Between**

**BOARD OF COUNTY COMMISSIONERS OF YAKIMA COUNTY,
THE YAKIMA COUNTY DEPARTMENT OF CORRECTIONS**

And

DEPARTMENT OF CORRECTIONS CHIEFS AND LIEUTENANTS

Represented by

TEAMSTERS LOCAL UNION #760

Affiliated with the International Brotherhood of Teamsters

April 1, 2020 – December 31, 2020

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By and Between
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And
TEAMSTERS LOCAL UNION #760
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ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.1 This Agreement is made and entered into by and between the BOARD of COUNTY COMMISSIONERS of YAKIMA COUNTY, WASHINGTON hereinafter referred to as the "County", the YAKIMA COUNTY DEPARTMENT OF CORRECTIONS, hereinafter referred to as the "Employer", both of whom are the "Employer", and TEAMSTERS LOCAL UNION #760, hereinafter referred to as the "Union," on behalf of the employees covered by this agreement, for the purpose of fixing the wages, hours and working conditions affecting the employees covered by this agreement.
- 1.2 This Agreement also serves the purpose of increasing the general efficiency of the Department of Corrections and maintaining harmonious relations between the County, its employees and the Union. To accomplish the foregoing, the parties hereto agree to the following articles within this Agreement.

ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all regular full time and regular part time employees performing the work of the Employer in the capacity of Lieutenant or Chief for the Yakima County Department of Corrections excluding the Director, Deputy Director, Sergeants, Corporals, Officers and Non-Commissioned employees.

ARTICLE 3 - DUES CHECK-OFF

- 3.2 When the Employer hires a new employee covered in the bargaining unit, the Employer shall, within seven (7) calendar days of the date of employment, notify the Union in writing giving the name, social security number, hire date, address and classification of the employee hired. The Union agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, orders or judgments arising from the administration and effects of this Section.
- 3.3 Check-Off: When provided a "voluntary check-off" authorization, form furnished by the Union and signed by an employee, the employer agrees to deduct from the employee's pay, the Union's applicable dues, as prescribed in the "voluntary check-off" form. The full amount of monies so deducted by the Employer shall be promptly forwarded to the Union by check along with an alphabetized list showing names and amounts deducted from each employee.

- 3.3.1 The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other form of liability (except for the amount of attorneys' fees and disbursements incurred by the Employer) that shall arise out of, or by reason of, any action taken by the Employer for the purpose of compliance with this Article, or reliance on any notice given by the Union to the Employer with respect to the employee's membership status in the Union.
- 3.4 D.R.I.V.E. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement, voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a monthly basis for all months worked. The phrase "months worked" excludes any month other than a month in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security Number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the monthly payroll deduction plan.
- 3.5 The Employer agrees to deduct from the paycheck of all members covered by this agreement premiums for disability benefits through Standard Insurance Company for Whole Life, Short Term Disability and Long Term Disability Insurance. Such premiums shall be deducted on a monthly basis and transmitted to Standard Insurance Company. Employees who have insufficient funds to cover the premium deduction bear responsibility for self-payment of the premium. Employee participation in these benefits is mandatory.

ARTICLE 4 - MANAGEMENT RIGHTS

The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. Affairs of the Employer concerning such prerogatives include, but are not limited to, the following matters:

- A. The right to establish lawful work rules and procedures.
- B. The right to schedule work and overtime work, and the methods and processes by which said work is to be performed, consistent with the Employer's obligations to the public.
- C. The right to hire, transfer, suspend, discharge, lay off, recall, promote, or discipline employees as deemed necessary by the Employer as provided by this Agreement.
- D. The right to determine the size and composition of the work force and to assign employees to work locations and shifts as provided in this Agreement.
- E. The right to determine what duties shall be performed by the various

bargaining unit personnel.

- F. The parties understand that incidental duties connected with operations, not enumerated in job descriptions, shall nevertheless be performed by the employee when requested by a superior officer.
 - G. The right to take actions as may be necessary to carry out Employer's services in emergencies.
 - H. The right to determine budget and financial policies affecting Corrections Department activities.
- 4.1 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust emplaced in the elected officials, in this case the Board of Yakima County Commissioners and the Director of the Department of Corrections, and the rights and obligations owed thereby to the electorate.
 - 4.2 Past Practices: If the Employer desires to change a past practice, it shall provide the Union with written notice and opportunity to discuss the proposed change. The notice and opportunity to discuss shall not impede or affect the Employer's right to change past practice. The Union may grieve the reasonableness of the change to past practice, but the final step of the grievance procedure (binding arbitration) shall be advisory only and not binding on the parties.
 - 4.3 An employee may be required to submit to a breathalyzer, BAC, urinalysis or other test for the presence of alcohol or drugs based on random drug and alcohol testing, post-accident testing or other reasonable suspicion as provided in the DOC drug and alcohol policy.

ARTICLE 5 - UNION RIGHTS

- 5.1 The Union does not waive its rights under applicable State Laws except as those rights are affected or set forth within the terms and conditions of the Collective Bargaining Agreement.
- 5.2 The Union will have the right to establish a Union steward within the Bargaining Unit; said steward shall have the right to investigate membership concerns with respect to the Agreement during regularly scheduled work hours without loss of pay during such time. Provided: that such investigation will not interfere with the necessary operation of the Department. The Union will advise the Employer of the identity of the representative on an annual basis.
- 5.3 Union Meetings: Recognizing the parties are mutually served by effective communications, the Director may allow employees time off without pay or to reschedule their working day; provided adequate staff is available to assure continuation of essential public services as determined by the Director.
- 5.4 Collective Bargaining: Recognizing the parties are mutually served by effective collective bargaining, the Director will allow one (1) bargaining unit employees to attend scheduled collective bargaining sessions on work time. The Director may approve additional staff to attend if necessary.

ARTICLE 6 – EMPLOYEE RIGHTS

- 6.1 An employee who becomes subject to an internal investigation which could result in the filing of criminal charges and/or disciplinary action will be advised in writing within seventy-two business hours of the existence of any such internal investigation. Discipline will be carried out in accordance with the Articles of this Agreement regarding discipline and disciplinary procedures.
- 6.2 If an employee of this bargaining unit is subject to an internal investigation, the investigation shall be conducted by a designated YCDOC Internal Affairs investigator. If the Director determines there is a potential conflict of interest or if the matter is criminal in nature, the Director may assign the investigation to an individual from an outside agency.
- 6.3 If an employee is being investigated for criminal activity, the employee may have legal counsel present at interviews. A criminal investigation for the purposes of this Agreement shall be defined as an investigation, which could result in the filing of criminal charges.
- 6.4 An employee shall be informed in writing of the nature of an internal investigation (allegation) in accordance with departmental policy and the provisions of this Agreement regarding discipline and disciplinary procedures.
- 6.5 The interview of an employee during an internal investigation will be carried out at a reasonable hour except when there is an emergency and/or circumstances mandating expedient processing of the investigation.
- 6.6 An investigation interview will be recorded by the investigating officer. The Employer will provide a copy of the transcript of the interview and the employee will be allowed seventy-two business hours for review prior to signing. Any correction to the transcript requested by the employee will be made prior to signing. This provision will be subject to the discipline and disciplinary procedures of this Agreement. Employees shall not be video taped by the County without their prior written consent for investigations.
- 6.7 Interviewing of an employee who may be subject to criminal charges and/or disciplinary action will be completed within a reasonable period of time based on the number of potential witnesses, complexity of the facts and circumstances, and the opportunity to confer with necessary authorities. Interviewing of an employee suspected of criminal activity and/or disciplinable activity will be carried out in accordance with this Agreement pertaining to discipline and disciplinary procedures.
- 6.8 A copy of the investigation report shall be provided to the employee prior to the Loudermill Hearing.
- 6.9 The employee under such investigation shall be informed of the name of the person in charge of the investigation and their agency, the name of the questioners and their agencies, and all other persons to be present during the questioning. The employee will be required to answer any questions involving non-criminal matters

under investigation and will be afforded all rights and privileges to which he/she is entitled under the collective bargaining agreement and the Department of Corrections rules and regulations. Prior to any questioning where the employee is the focus of an administrative investigation, the employee shall be advised of their Garrity Rights.

- 6.10 In the event dismissal of an employee becomes imminent and the Employer determines an alternative to said dismissal is the employee's resignation, said employee will be provided seven (7) calendar days opportunity to confer with the Union before being requested to respond to the offer of resignation.
- 6.11 The Employer agrees to furnish each employee of the bargaining unit with a copy of written rules, orders, regulations and procedures and provide them with a copy of this Agreement. Additionally, each employee of the bargaining unit will be provided a copy of any revisions, deletions or up-dates to any rules, orders, regulations and procedures. New employees shall be provided the same at the time of their appointment.
- 6.12 Employees will not be required to unwillingly submit to a polygraph test; provided, however, this provision does not apply to the initial application for employment.

ARTICLE 7 – DEFINITION OF EMPLOYEES

- 7.1 Regular Full-time Employee: A regular employee is a full-time employee who has served his probationary period and is employed on a regular basis. Such employee shall be paid the wage rate and provided the benefits as set forth in the terms and conditions of this collective bargaining agreement.
- 7.2 Regular Part-time Employee: A regular part-time employee is one who has served his probationary period, who may work less than forty (40) hours per week, and will be paid not less than the wage rate as set forth in this contract for the type of work performed. A regular part-time employee is entitled to receive pro-rated benefits and other conditions as set forth in this Agreement.
- 7.3 Probationary Employee: A newly hired or promoted employee who has not yet successfully completed a twelve (12) month probationary period with the Yakima County Department of Corrections. A probationary employee may be discharged without cause and without any recourse.

ARTICLE 8 - SENIORITY, LAYOFF, AND RECALL

- 8.1 Seniority
 - A. "Seniority" as used in this Agreement means all service under this agreement since the last date of hire. Preference in vacation scheduling and layoff, subject to 8.5 below, shall be determined by seniority.
 - B. For purposes of annual leave accrual, seniority is determined by an employee's continuous service as an employee of Yakima County.
- 8.2 The County will provide the Union with copies of the seniority list on July 1 of

each year or at other mutually agreed-upon dates.

- 8.3 Employees shall lose all seniority in the event of voluntary termination, lay-off beyond the recall period, and/or discharge. Employees shall continue to accrue seniority for periods of worker's compensation illness or injury, military leave, active duty mobilization as provided in USERRA, and all time on paid leave status. Employees shall not accrue seniority for periods of unpaid leaves of absence, layoff, or disciplinary suspension that exceed one-half (1/2) of the employee's work schedule for the pay period; however, employees in such categories shall not lose seniority accrued prior to the commencement of the unpaid status.
- 8.4 When reducing the work force, the Board of County Commissioners and the Director will lay off within the affected classification the employees in the reverse order of their seniority, provided that the remaining employees have the basic qualifications to perform the work needed.
- 8.4.1 Bumping: Any employee who is laid off by a reduction in the work force shall have the right to retreat to the next lowest rank or classification in Yakima County DOC which they have previously served by "bumping" the least senior employee within that classification, provided that the retreating employee is more senior than the least senior employee and the retreating employee possesses the necessary qualifications, skills, and abilities to perform the work. In the event that such entry requires or results in a reduction in force in the lower rank, such reduction shall be accomplished by a demotion or lay-off of the person or persons in said lower classification or rank having the least seniority. In the event of a subsequent vacancy in a higher classification or rank, employees demoted by lay-off shall have the first right to be reassigned to a higher classification or rank. Employees that voluntarily demote shall not have bump back rights unless there is a vacancy in the lower position.
- 8.4.2 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/her seniority and be paid at the step in the wage range of the lower classification which is closest to but does not exceed the employee's rate of pay at the time of the notice of reduction in force. The employee's anniversary (step) date shall not be adjusted.
- 8.5 The Employer shall provide each affected employee with thirty (30) calendar days' notice of any anticipated layoff or recall, and at the same time send a copy of the notice to the Union.
- 8.6 Employees laid off will be eligible for reinstatement for a period of twenty-four (24) calendar months. In the event of a vacancy in the affected classification, an employee who has been laid off will have the first opportunity to fill said vacancy or vacancies in the order of his/her seniority in that position. Provided; the employee has the basic qualifications to perform the work needed and provided the layoff period does not exceed twenty-four (24) calendar months and the employee keeps the Employer advised of his current address. An offer of re-employment shall be in writing and sent by registered or certified mail, return receipt requested, to the employee. The employee shall be presumed to have received notice within

three (3) working days after the Employer mailed said notice. An employee so notified must indicate his/her acceptance of said re-employment within ten (10) working days of receipt of notice and shall be back on the job within twenty (20) working days of acceptance of said offer or forfeit all call-back rights under this Article.

ARTICLE 9 - PROMOTION - DEMOTION - POSTING - TRIAL PERIOD - TRANSFER

- 9.1 Notices of opening(s) in positions covered by this Agreement shall be advertised at the normal Employer locations and a copy sent to the Union. The notices will contain a description of the job, the qualifications, wage rates, and hours of work.
- 9.2 Application forms for the open position(s) will be advertised and made available to bargaining unit employees at the Employer's Human Resources office and the opening(s) will remain advertised for a period of not less than ten (10) working days. Employees wishing to make application for the initial testing must do so within such period.
- 9.3 The selection and testing process to fill vacant position(s) within the Bargaining Unit shall be administered by Yakima County Human Resources Department.
- 9.4 Whenever practicable, transfers shall be preceded by a thirty (30) calendar day notice to the affected employee.
- 9.5 Trial period: Newly promoted employees will serve a twelve (12) month trial period, during which time the Employer or employee may determine the employee is not qualified or does not desire to continue in the promoted position. The employee may return to their former position without prejudice.
- 9.6 Promotions: Requirements and Process
- A. To be eligible to test for the rank of Lieutenant, interested Sergeants must have 3 years of continuous contiguous service as a law enforcement or corrections Sergeant.
- B. To be eligible to test for the rank of Chief, interested Lieutenants must either complete the probationary period as a Corrections Lieutenant with the Yakima County DOC or must have equivalent experience in corrections or law enforcement.
- C. For promotions to both the rank of Lieutenant and Chief, interested candidates must have not received a written reprimand in the past 18 months, or a suspension or disciplinary demotion in the past 2 years.

ARTICLE 10 - SICK LEAVE/LEAVES OF ABSENCE

- 10.1 Sick Leave: All employees shall accrue sick leave at the rate of eight (8) hours per month, not to exceed ninety-six (96) hours per year, from the first (1st) day of employment. Unused sick leave may accumulate to a maximum of nine hundred sixty (960) hours.

10.2 In July of each calendar year, employee sick leave usage will be reviewed. Regular, full-time employees who have used sick leave in the preceding twelve (12) months (July-June) and who have been continuously employed during the entire twelve (12) months, shall be allowed to convert the value of sick leave hours to an HRA VEBA account in accordance with the follows incentive/conversion schedule:

- A. 0-160 hours in sick leave bank – no conversion
- B. 161-480 hours in sick leave bank and use less than 16 hours of sick leave may convert the value of 24 hours of sick leave to an HRA VEBA account.
- C. 481-864 hours in sick leave bank and use less than 24 hours of sick leave may convert the value of 32 hours of sick leave to an HRA VEBA account.
- D. 865 hours or more in sick leave bank and use less than 32 hours of sick leave may convert the value of 40 hours of sick leave to an HRA VEBA account.

The hours converted to an HRA VEBA contribution shall be deducted from the sick leave balance. The conversion of the value of sick leave hours to an HRA VEBA account is at the option of the employee.

10.3 Eligibility: Sick leave is available to employees after having been employed one (1) calendar month.

10.4 Accrual: Employees earn eight (8) hours of sick leave for their first month of employment if they are placed on the payroll on or before the fifteenth (15th) of the month and actually work continuously through the rest of that month. Terminating employees do not receive leave credits for the month in which they terminate unless they actually work continuously through the fifteenth (15th) of the month.

10.5 Computation of Payment: Sick leave may be charged in quarter (1/4) hour increments. Only working days are charged, and at the rate of one quarter (1/4) hour of sick leave for each quarter (1/4) hour of absence.

- A. Part day sick leave shall commence at the time the employee leaves the work area and shall end at the time the employee returns to the work area.
- B. MSA/VEBA: ANNUAL VOTE. Employees shall vote annually to determine the apportionment of hours exchange into HRA VEBA. The vote shall occur no later than December 15th of the current year to determine the apportionment for the succeeding calendar year. The vote results shall be communicated in writing to the employer no later than December 23rd. All changes resulting from the vote shall be binding upon the employer and employees for the duration of the calendar year.

Upon separation from employment, any unused sick leave shall be forfeited and will not be paid as separation pay, except in the case of death or retirement. Upon retirement, twenty-five percent (25%) of the employee's accumulated sick leave shall be paid to the employee's MSA VEBA or as pay on his/her final check, as determined by annual vote and notice. Upon death, twenty-five percent (25%) of the employee's accumulated sick leave shall be paid to the employee's estate. All payments of accumulated sick leave are based on the employee's base hourly rate at the time of retirement or death.

10.6 Use: Sick leave may be taken for any of the following reasons:

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

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

- D. Whenever an employee is on approved annual leave and becomes sick or disabled so as to prevent his employment if not on annual leave, he/she may charge such absence to accumulated sick leave upon a doctor's written certification stating the nature, extent and length of illness or injury.
- E. Any employee may use accrued sick leave to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision. An employee may use accrued sick leave to care for an adult child who requires treatment or supervision because of a serious health condition, and who is incapable of self-care due to a mental or physical disability.
- F. Any employee may use up to three (3) days of sick leave when the employee's spouse, state registered domestic partner, child, stepchild, parent, grandparent, grandchild or step-grandchild undergoes a surgical procedure that requires scheduled hospitalization.
- G. Employees may use five (5) days of sick leave for bereavement leave for a death in the immediate family. "Immediate family" includes only persons related by blood or marriage or legal adoption, specifically and limited to spouse, state registered domestic partner, parent, parent-in-law, grandparent, brother, sister, child, grandchild of the employee or similar step relations. Sick leave may not be used for an aunt, uncle, cousin, niece or nephew unless living in the employee's household in which case a three-day limitation would apply. Employees may request an exception to the list of eligible family members due to unique circumstances. The Director has

the sole discretion to approve, modify, or deny the exception request.

- H. The Union and Employer agree to comply with the provisions of the Federal Family Medical Leave Act, Washington Family Leave Act and the County FMLA Policy. Exhausting your vacation bank because of FMLA will not result in revoking pre-approved vacation time off.
- 10.7 Reporting: Any employee, who for any reason, must take sick leave shall, as soon as possible, notify his/her immediate supervisor or the Director. A doctor's certification of illness may be required of the employee, at the time the employee returns to work, when absent because of illness or injury in excess of twenty-four (24) consecutive work hours.
- 10.8 Workmen's Compensation: Yakima County is a Self-Insured Employer for Workers Compensation. An employee who is injured on the job and eligible for time loss payments due to the injury, may use annual leave during the period covered, or the employee may request and be allowed sick leave to compensate for the difference between time loss compensation and full pay for the period of time loss.
- 10.9 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 11 - MILITARY LEAVE

- 11.1 In the case of military leave, the County abides by the provision of the laws of the United States (USERRA) and the State of Washington (RCW 33.40.060); employees who are members of the National Guard or Federal Military Reserve Units are entitled to be absent from their duties for up to twenty-one (21) calendar days with pay during each year beginning October 1 through September 30, while engaged in the performance of ordered military duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges or pay. Employees participating in training shall provide the Employer with their annual training schedule in the month of January or as soon as the information is available.

ARTICLE 12 - LEAVES OF ABSENCE

- 12.1 A leave of absence is an approved absence, including medical leave of absence, from employment without pay and without loss of seniority. The Employer may grant a leave of absence for a period of up to twelve (12) consecutive calendar months. Approval for such leave shall be in writing with a copy to the Union. Further this period may be extended by mutual agreement between the Union and the Employer.

ARTICLE 13 - COMPENSATION FOR WITNESS OR JURY DUTY

- 13.1 When a regular employee covered by this Agreement is summoned for Jury Duty or subpoenaed as a witness by the Employer, he shall advise his supervisor upon receipt of such call, and if taken from his work for such service, shall receive normal

pay while actually performing such service. The employee will sign over to the Employer his jury duty pay excluding those monies for travel and meal allowances.

- 13.2 Employees required to report for jury duty shall have a starting time of 9:00 a.m. unless otherwise notified by the Court Administrator. An employee subpoenaed as a witness for the Employer or summoned for jury duty and subsequently excused for the balance of that day, shall report as soon as possible to his supervisor for the purpose of working the balance of that shift.

ARTICLE 14 - ANNUAL LEAVE

- 14.1 All regular employees shall accrue annual leave based upon the following schedule:

<u>Continuous Service</u>		<u>Accrual (40 hour week)</u>
Less than 2 years service	0 - 24 months	9.34 hours per mo.
Two (2) years service	25 - 60 months	10.00 hours per mo.
Five (5) years service	61-120 months	11.34 hours per mo.
Ten (10) years service	121-180 months	13.34 hours per mo.
Fifteen (15) years service	181-240 months	14.66 hours per mo.
Twenty (20) years service	241-300 months	16.00 hours per mo.
Twenty-five (25) years service	301-360 months	18.00 hours per mo.
<u>Thirty (30) years service</u>	<u>361 or more months</u>	<u>20.00 hours per mo.</u>

- 14.2 Accrual: Employees earn a full accrual of annual leave for their first (1st) 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 annual 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.

- A. Annual leave is accumulated to 240 hours, after which time, if not taken, shall lapse month by month. At no time may an employee have more than 240 hours of annual leave due.
- B. Employees shall not accrue annual leave and anniversary dates for the accrual of annual leave shall be adjusted for breaks in service or periods when employees are on authorized unpaid leave of absence unless otherwise specified in this agreement.

- 14.3 Eligibility:

- A. Annual leave is not available to the employees until after having served six (6) consecutive months employment.
- B. Annual leave credits accumulated are canceled automatically on separation for periods of employment of less than six (6) continuous months.
- C. Annual leave must be used as sick leave when an employee has exhausted all sick leave benefits, unless the Director authorizes sick leave without pay.

- 14.4 **Computation of Payment:** Annual leave may be charged in quarter (1/4) hour increments. One (1) day is equal to eight (8) hours. All accumulated annual leave shall be paid when an employee leaves employment of Yakima County for any reason, provided at least fourteen (14) calendar days written notice has been given. In case of death, all accumulated leave is paid to the estate of the employee. Payment of accumulated annual leave is paid by multiplying the employee's base hourly rate, at the time of termination, times the total number of accumulated annual leave hours.
- 14.5 **Use:** Annual leave must be taken at such time as the employee can best be spared, but employees will be allowed to take leave, if at all possible, when desired. Therefore, it will be necessary to schedule vacations as early as possible and have dates approved by the Director or his designee.
- 14.6 No vacation time will be deducted from that accrued to the employee unless he actually used that vacation time or agreed to deduction of vacation time in lieu of other discipline.
- 14.7 **Annual Leave Sharing Program for Catastrophic Illness.** A leave contribution program is established to permit employees to transfer a specified amount of annual leave to another employee of Yakima County. The recipient employee must: have an extraordinary or serious illness or injury; have depleted or shortly will deplete all leave reserves (annual leave, sick leave or compensatory time); have diligently attempted to accrue sick leave; and not be eligible for industrial insurance benefits. The donating employee may not request transferred amount that would result in his or her leave balance falling below ten (10) days. Unused leave is returned to donating employees on a pro-rata basis. This provision shall be administered by the Human Resources Department.

ARTICLE 15 - HOLIDAYS

- 15.1 The following days shall be recognized and observed as legal paid holidays by regular employees:
- January 1 - New Year's Day; 3rd Monday in January - Martin Luther King's Birthday; 3rd Monday in February - Presidents' Day; last Monday in May - Memorial Day; July 4 - Independence Day; 1st Monday of September - Labor Day; November 11 - Veterans' Day; 4th Thursday of November - Thanksgiving Day; the day following Thanksgiving Day; December 25 - Christmas Day; and two (2) floating holidays per calendar year.
- 15.2 The two (2) floating holidays per calendar year as listed above in Section 15.1, may be selected by an employee provided prior approval is received from the Director or his designee. The following provisions shall apply:
- A. One (1) floating holiday shall be available for employees working in the first six months of a calendar year.
 - B. One (1) floating holiday shall be available for employees working in the second six months of a calendar year.

- C. The floating holiday for the first six months may be carried over to the second six months; however, under no circumstances shall both floating holidays be granted in the first six months of calendar year.
 - D. Floating holidays may not be carried into the next calendar year.
- 15.3 For employees who work a non-rotating standard Monday through Friday schedule, whenever a legal holiday falls on a Saturday, the preceding Friday shall be the legal holiday; whenever any legal holiday falls on a Sunday, the following Monday shall be the legal holiday.
- 15.4 Any employee who is on scheduled and approved vacation when a holiday occurs shall not have his vacation accrual charged for that day.
- 15.5 Any employee who is on authorized sick leave when a holiday occurs will receive a day's pay for that holiday and will not have his sick leave accrual charged.
- 15.6 An employee who promotes to the classification of Lieutenant or Chief from the classification of Sergeant or lower, may, upon promotion retain 1 hour of every 4 hours of unused Holiday Compensatory Time earned in the lower classification. The employee may continue to use his/her available Holiday Compensatory Time, until such time as the employee's leave bank is exhausted. No employee shall earn Holiday Compensatory Time under this agreement. Unused Holiday Compensatory Time shall be forfeited upon termination from employment with Yakima County Department of Corrections.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

- 16.1 The Director will determine the work of employees based on the Director's assessment of availability of personnel and service requirements. Subject to the Director's determinations, a workweek may consist of five (5) days or four (4) days, or a combination thereof with a variation. The parties agree the intended workweek shall have two (2) consecutive days off (Saturday and Sunday) representative of a Monday through Friday workweek.
- 16.2 The parties have bargained and agreed that the Corrections Chiefs are exempt from the overtime provisions of the FLSA and WMTA. Chiefs shall be eligible for overtime compensation in accordance with the Yakima County Compensatory Time Policy for Exempt Employees, Policy #HR-02.
- 16.3 Corrections Lieutenants who work in excess of forty (40) hours in a work week shall receive overtime at the rate of time and one-half the base hourly rate, or by way of compensatory time off in accordance with the Non-Exempt Employee provisions of the Yakima County Compensatory Time Policy.
- 16.4 Each Lieutenant who performs the one week on-call duty rotation shall receive two (2) hours of comp time. This comp time shall not have cash out value but can only be used as time off.

ARTICLE 17 - DISCIPLINE

- 17.1 The Director or his/her designee may discipline an employee only for just cause. Discipline shall be carried out in a manner which is least likely to embarrass the employee before other employees or the public.
- 17.2 Disciplinary action or measure shall include only the following:
- A. Verbal reprimand,
 - B. Written reprimand,
 - C. Suspension without pay,
 - D. Demotion,
 - E. Discharge.
- 17.3 The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance and to allow the Employer to document prior disciplinary matters. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, severity of offense and prior record of discipline. The order in which these criteria appear are not indicative of their priority. An employee may be suspended without pay when said employee has first received one (1) written reprimand relating to said employee's previous work or conduct. An employee may be discharged when said employee has first received a suspension relating to said employee's previous work or conduct. All previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action.
- 17.4 Notwithstanding subsection 17.3 above, the Director may immediately suspend or discharge an employee for a serious event which presents just cause for discipline inclusive of such events as may be deemed to be just cause or as amended subject to the provisions contained in Article 18 below.
- 17.5 The Employer may discipline an employee for just cause. Notice of said disciplinary action shall be provided to the employee and Union no later than thirty (30) calendar days from the conclusion of the investigatory proceedings regarding the improper work, incident, or conduct by the employee.
- 17.6 Disciplinary action may be reviewed pursuant to Article 18 of this Agreement.
- 17.7 Written reprimands and written records of oral reprimands (excluding suspensions or demotions) shall be automatically expunged from the employees personnel file eighteen (18) months from the date of issuance and no longer be considered in evaluating future discipline if no other written reprimands on the same subject matter have been issued during that time period.

ARTICLE 18 - DISCIPLINARY PROCEDURES

- 18.1 The Director may verbally reprimand an employee. The immediate supervisor may make a notation in the supervisor's notebook regarding the verbal reprimand. Written reprimands may be issued by the Director or designee. Copies of written reprimands, suspensions, demotions or discharge notices shall be sent to the Union at the time said notices are given to an employee.

- 18.1.1 Any discussion regarding disciplinary action between a supervisor and employee shall be done during the employee's normal work hours unless the exigency of the circumstances dictate otherwise.
- 18.1.2 Employees will not be required to unwillingly submit to a polygraph test; provided, however, this provision does not apply to the initial application for employment.
- 18.2 If disciplinary action taken could result in suspension without pay, demotion or discharge, the employee shall be advised of the facts and circumstances supporting this potential disciplinary action and be provided an opportunity to explain the employee's position prior to disciplinary action being taken. If the employee requests an opportunity to confer with a Union representative or other counsel prior to responding, said employee will be provided a reasonable time not to exceed three (3) working days for such response. If the Director determines that circumstances exist requiring immediate action, the Director shall have the right and authority to immediately suspend the employee with pay pending the investigation and pending the employee being given an opportunity to respond to charges in accordance with the provisions above. If the employee fails to respond to the charges within the time period referenced above, the Director is free to implement the disciplinary action he feels is appropriate under the circumstances.
- Time Limits: Once the Employer has notified an employee that he/she is the subject of an investigation that could lead to discipline the Employer shall have a maximum of ninety (90) days to complete the investigation. This investigatory period may only be extended by mutual agreement or in the event that an outside agency has not completed its investigation.
- 18.2.1 In the event dismissal of an employee becomes imminent and the Director determines an alternative to said dismissal is the employee's resignation, said employee will be provided a reasonable opportunity to confer with the Union before being requested to respond to the offer of resignation.
- 18.3 An employee shall have the right to have a disciplinary action against him/her reviewed for just cause and severity of discipline through the grievance procedure in accordance with Article 19.
- 18.4 The provisions of Article 17 and 18 do not apply to probationary employees. Said employees may be discharged without cause and without any recourse.

ARTICLE 19 - GRIEVANCE PROCEDURE

- 19.1 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement.
- 19.2 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless waived or extended by mutual agreement of the parties to the grievance.
- 19.3 Grievance Filed on Behalf of Employee: If any party fails to file a grievance, other

than for disciplinary actions, within thirty (30) calendar days of its occurrence, then said grievance shall be forever waived and shall be null and void. If a matter involves disciplinary action then any party must file a grievance within ten (10) calendar days from the date of such disciplinary action, otherwise said appeal or grievance is forever waived and shall be null and void. Failure to pursue a grievance to the next step renders final and conclusive the last determination and response.

- 19.4 A grievance may be verbally presented by the aggrieved employee to the employee's immediate supervisor. The employee shall have the option of being accompanied by his Union representative, or representative of his own choosing, if he feels that it is necessary. The immediate supervisor shall respond within three (3) working days. If the matter is not satisfactorily resolved, then the grievant may initiate a formal grievance in accordance with the provisions hereinabove and the following procedure, which in any case, shall be done within ten (10) calendar days of the date of disciplinary action or within thirty (30) calendar days from the date of another type of occurrence.
- 19.5 Union or Employer Grievance: The Union or Employer may initiate the grievance procedure at Step 2, other than for disciplinary actions, and will take up the grievance with the other party within thirty (30) calendar days after the occurrence of the event which gave rise to the grievance, or thirty (30) calendar days from the date such grievance reasonably should have become known to the moving party.
- 19.6 The formal grievance procedure shall be as follows:

Step 1: If the grievance involves occurrences other than disciplinary actions, the grievance shall be presented in written form to the employee's supervisor within thirty (30) calendar days from its occurrence. The supervisor shall respond in writing within twenty (20) calendar days after receiving said grievance. In the event the matter relates to disciplinary action, then the grievance shall be presented in written form to the employee's supervisor within ten (10) calendar days from the disciplinary action. Since disciplinary action is not final unless approved by the Director, the grievance may be presented in written form within ten (10) calendar days from the date of the occurrence directly to Step 2 of the grievance procedure.

Step 2: If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within ten (10) calendar days of the response in Step 1, above, the grievance in written form shall be presented to the Director. Thereafter, the Director shall respond in writing to the aggrieved employee within ten (10) calendar days after receipt of the grievance. If it is a Union grievance in accordance with Section 19.5 above, said grievance in written form, shall be presented to the Director. Thereafter, the Director shall respond in writing to the Union within ten (10) calendar days after receipt of the grievance. If the subject matter of the Union grievance relates to budgetary issues, then the Union grievance will be presented in written form to the Board of County Commissioners. Thereafter, the Board of County Commissioners shall respond in writing to the Union within ten (10) calendar days after receipt of the grievance. If it is an Employer grievance in accordance with Section 19.5 above, said grievance in written form, shall be presented to the Teamsters Local Union #760. Thereafter, the Secretary-Treasurer shall respond in writing to the Employer within ten (10) calendar days after receipt

of the grievance.

Step 3:

- a. Final and Binding Arbitration: If the grievance has not been resolved at Step 2, either party to this Agreement may refer unsettled grievances to final and binding arbitration.
- b. Notice - Time Limitation: The referring party shall notify the other party in writing by certified mail of submission to arbitration within ten (10) calendar days after receipt of the Step 2 response. Failure to notify the other party in writing will result in the grievance being forever waived and null and void.
- c. Arbitrator - Selection: After timely notice, the parties shall select an impartial arbitrator within thirty (30) calendar days, if possible, after the request is made to arbitrate. If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, either party may demand a list of eleven (11) qualified persons who are willing to abide by time limitations. A list of impartial arbitrators may be furnished by the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) or the Public Employment Relations Commission (PERC). The party demanding a paid arbitrator shall have the right to determine the organization from which the list of eleven (11) names is to be derived. The parties shall flip a coin to determine who will strike the first name, following which each will alternately strike one of the names submitted until only one (1) name remains. This person will serve as the sole arbitrator subject to the following provisions.
- d. Decision - Time Limit: The arbitrator will conduct the arbitration hearing no later than twenty (20) days from the date of selection. The arbitrator shall render a decision within fifteen (15) calendar days from the date of the hearing or receipt of parties' briefs, if applicable.
- e. Limitations - Scope - Power of Arbitrator:
 - i. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.
 - ii. The arbitrator shall have the power to interpret and apply the terms of the Agreement and/or determine whether there has been a violation of the terms of the Agreement.
 - iii. The arbitrator shall consider and decide only the question or issue raised in the initial written grievance. In conducting an arbitration, the arbitrator shall maintain a verbatim record of the testimony either by tape recording or a court reporter. If one of the parties requests court reporter and/or transcription of the official record, then both parties shall share equally in the cost. The arbitrator shall also have the authority to receive evidence and question witnesses.
 - iv. Decisions regarding changes in past practices (Section 4.3) shall be advisory only and not binding on the parties.
- f. Arbitration Award - Damages - Expenses

- i. The arbitrator shall not have the authority to award punitive damages.
- ii. Each party hereto shall bear equally the expenses of the arbitrator. Each party shall pay the expenses of their own attorneys, representatives, witnesses and other costs associated with the presentation of their case.

ARTICLE 20 – RETIREMENT CONTRIBUTION-INDUSTRIAL ACCIDENT INSURANCE-OASI

- 20.1 The Employer shall pay into the appropriate employees' retirement program, Industrial Insurance, and OASI, as required, at the prescribed rate, by law.
- 20.2 Effective as designated below, the Employer shall pay the amounts stated below to the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit for every hour for which compensation was paid not to exceed 2080 hours per calendar year, said amounts are to be computed monthly.

<u>Contribution Rate Effective</u>	<u>Chiefs</u>	<u>Lieutenants</u>
January 1, 2012	\$5.42	\$3.86

- 20.2.1 The parties recognize that pension contributions made by the Employer on behalf of the employees in this bargaining unit to the Western Conference of Teamsters Pension Trust are considered an employee tax deferred contribution to a qualified retirement plan. Therefore, such contributions are not considered reportable wages or earnings for tax purposes.
- 20.2.2 The total amount due for each calendar month shall be remitted in a lump sum not later than twenty days after the last business day of the month. If the Employer fails to make monetary contributions as required, such shall be a breach and the Union without liability therefore, may implement any economic persuasion deemed expedient and such shall not be a violation of this Agreement.
- 20.2.3 The Employer agrees to abide by the rules established by the Trustees of said Trust Fund to facilitate the accurate determination of hours for which contributions are due, prompt and orderly collection and accurate reporting and recording of amounts paid. Upon Union request, a copy of Pension transmittals shall be posted on the bulletin board.
- 20.2.4 If during the life of this Agreement the Trust completes the process to allow pension payment to be deposited via electronic transmittal, Yakima County will have the opportunity to participate in the program.

ARTICLE 21 - LIABILITY INSURANCE

- 21.1 The Employer agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof in order to reasonably protect and indemnify employees from liability to third parties

resulting from employees negligently performing duties within the scope of employment.

ARTICLE 22 - MEDICAL BENEFITS

- 22.1 The only health plan available to Corrections Lieutenants and Chiefs is the Washington Teamsters Welfare Trust (WATWT) Medical Plan Z, Dental Plan B, and Vision Plan EXT. The maximum employer contribution toward premium is 90% of the composite rate. The employee contribution toward premium is 10% of the composite rate which shall be withheld from the employee's paycheck. The eligibility threshold for requiring an employer contribution for a bargaining unit employee is eighty (80) compensated hours in a month. The employee contribution rate is for all employees. Employees may choose to waive coverage.
- 22.2 **Maintenance of Benefits:** The Trustees may modify benefits or eligibility criteria of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment.
- 22.3 If the insurance company or companies providing the above- referenced benefits notifies the Employer of changes in the premium structure and/or benefit levels, then and in that event the Union and employees shall comply with said changes if requested to do so by the Employer.
- 22.4 Any disputes, disagreements and/or claims regarding insurance coverage and/or policies between an employee and an insurance carrier and/or administrator are not grievable by the Union and/or the employee.

ARTICLE 23 - PAY ARRANGEMENTS

- 23.1 Employees shall be paid in conformity with the County's payroll system. There shall be no deductions other than required by law or authorized by this Agreement or authorized in writing by the employee.
- 23.2 Each employee shall receive an itemized statement of earnings and deductions, specifying his wage rate, hours paid, and other compensation payable to him as well as any and all deductions from his gross wages for the pay period.
- 23.3 Upon termination, an employee shall receive compensation due in accordance with the terms and conditions of this Agreement no later than the pay period following the termination.
- 23.4 Any employee who is specifically assigned in writing to work in a higher wage rated classification than that in which he is employed, for eight (8) consecutive hours, will receive the hourly rate for the higher classification which will provide an increase in pay. If reasonably available, persons assigned to work at such positions should be from a list of eligible employees for promotion to that classification at the time of service.

ARTICLE 24 - EDUCATIONAL INCENTIVE - CONTINUED EDUCATION

24.1 All employees within the bargaining unit who have earned and maintain the accreditation(s) listed below shall receive an additional fifty (\$50.00) per month for each accreditation. Additionally, all reasonable costs (testing, travel, etc.) associated with obtaining the below-mentioned accreditations will be paid by the county with the approval of the Director. (Should any employee elect to stop maintaining any accreditation that has been paid for by the county within 2 years of receiving the accreditation, the employee shall reimburse the county for those actual costs associated with obtaining the accreditation.)

Certified Protection Professional (ASIS)
Certified Corrections Healthcare Professional (NCCHC)
Certified Jail Manager (AJA)
Criminal Justice Executive Certification (WSCJTC)
Certified Corrections Executive

24.2 Employees shall be eligible for an education attainment incentive in accordance with the following schedule:

AA Degree/90 Credits	\$25.00/month
BA Degree	\$50.00/month
MA Degree	\$75.00/month

ARTICLE 25 - GENERAL PROVISIONS

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

25.2 Union Investigation and Visitation Privileges - The Business Representative of the Union will notify the Director or his designee of on-site visitations. The representative shall limit his activities to matters relating to this Agreement; provided, however, he will not interfere with the operation of the normal routine of the Department.

25.3 Teamsters Local Union #760 shall be entitled to the use of the employee bulletin board, at the Employer work locations.

25.4 Safety - Safe and healthful working conditions are recognized as mutually beneficial to the employees and Employer. Employees may report what they believe to be an unsafe and unhealthy working condition to Management. Management shall investigate the report.

25.5 Medical Exams - Any medical examination required by the Employer may be taken on Employer time and shall be paid by the Employer. The examination shall be administered by a physician or institution specified by the Employer.

25.6 Gender - Where masculine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification, or the benefits provided in this Agreement.

- 25.7 The Employer agrees not to enter into any agreement with employees within the bargaining unit on an individual or collective basis, which conflicts with the terms and provisions of this Agreement.
- 25.8 When any classification not listed on the wage schedule is established, the Employer shall designate a job classification and pay rate for the classification. Notice of establishment of the new classification shall be provided to the Union. In the event the Union does not agree that the rate of pay is correct, notice shall be given the Employer within fourteen (14) calendar days of receipt of the notice, requesting to negotiate the pay rate for the new classification. The negotiated pay rate shall be effective as of the date the new classification went into effect.
- 25.9 The Union recognizes the right of the Employer to establish reasonable employer rules as he may deem necessary, provided that such rules are lawful. Employees shall be made aware of such rules established by the Employer.
- 25.10 The Employer may transfer, contract or subcontract the work performed by members of the bargaining unit covered by this Agreement for reasons of economy, efficiency of operation and/or reorganization. Before transferring, contracting or subcontracting any work as referred to above, the Employer shall first give the Union thirty (30) calendar days written notice and offer to meet and discuss the change. The notice and offer to discuss shall not impede or alter the Employer's right to transfer, contract or subcontract work. In the event that the Employer subcontracts work presently being performed by the bargaining unit, if possible, employees will be placed in similar employment in the County or with the subcontractor.
- 25.11 Mileage Reimbursement: Mileage reimbursement at the time of implementation of this Agreement shall be at the current IRS rate. Provided, however, if the Internal Revenue Service should approve a higher amount effective during the term of this Agreement, escalation in the rate shall be implemented by the resolution of the Board of County Commissioners. Maximum use shall be made by the County of County-owned vehicles in order to avoid use of the employee's vehicle whenever practical.
- 25.12 Meal Reimbursement: Employees traveling out of Yakima County on County related business shall receive reimbursement for meal expenses in accordance with the Yakima County Business Expense Reimbursement Policy. Such reimbursement shall be based on the per diem rates adopted by Yakima County.
- 25.13 Training: The Employer shall make every reasonable effort to afford all employees of the Department equal access to training related to that employee's position. When the employee successfully completes any job-related school, a record of such shall be kept in the employee's training file.

ARTICLE 26 - EQUAL EMPLOYMENT OPPORTUNITY

- 26.1 The Employer or the Union shall not discriminate against any individual with respect to terms, conditions or privileges of employment because of a person's age, color, creed, sensory, mental or physical disability, genetic information, marital status, national origin, political belief, race, religion, sex, sexual orientation, and

military status, or any other protected status under federal or state laws.

ARTICLE 27 - PERSONNEL FILES

- 27.1 Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including personal photographs, shall be confidential and shall restrict the use of information in the files to internal use by the Yakima County Human Resources Department and the Department of Corrections. It is further agreed that the information in employee personnel files shall not be released to outside groups without the approval of the Director except under proper Court order.
- 27.2 An employee shall be notified and receive a copy of material placed in his personnel file relating to job performance or personal character within ten (10) calendar days of such action.
- 27.3 An employee may request that material other than yearly evaluations be expunged from his file.
- 27.4 Upon appropriate request, an employee may inspect his personnel file subject to the following provisions:
- A. Upon request, an employee who has a written grievance on file who is inspecting his personnel file with respect to such grievance, may have a representative present during such inspection.
 - B. Copies of materials in the employee's personnel file shall be provided the employee upon written request.

ARTICLE 28 - SAVINGS CLAUSE

- 28.1 If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 29 - NO STRIKE - NO LOCKOUT

- 29.1 Strikes, slowdowns, work stoppages, or any other interference with the work by the employees are prohibited.
- 29.2 The Employer may discharge and/or discipline any employee who violates Section 29.1. No employee shall be entitled to any pay and/or benefits for the period in which he/she engaged in any strikes, slowdowns, work stoppages or other interference with work.
- 29.3 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

29.4 No lockout of employees shall be instituted by the Employer.

**ARTICLE 30 - UNIFORM AND EQUIPMENT SUPPLY AND UNIFORM
CLEANING**

30.1 The County shall provide each employee with all required equipment to perform the work required by the Employer.

30.2 In the event the employer requires the employees of this bargaining unit to wear a uniform while in the service of the Employer the Employer shall furnish all such required attire at levels to be bargained prior to the Employer's implementation of said requirement.

30.3 Uniform Cleaning. The County agrees to provide for a contract cleaning arrangement whereby pickup service will be available at all DOC facilities. Cleaning shall be authorized for all personnel required to wear uniforms in the course of their employment. The County shall determine the place where such clothing shall be cleaned and make disbursements directly to the contract cleaner(s).

30.4 Footwear Allowance: The County will pay each employee \$150.00 in additional compensation each year, to be included in the February paycheck, as a footwear allowance. The parties agree that any increase in the footwear allowance negotiated into the agreement covering Yakima County Department of Corrections officers, corporals and sergeants shall also apply to the chiefs and lieutenants.

ARTICLE 31 - SALARIES

31.1 The pay plan structure and salary schedule for bargaining unit employees is set forth in Appendix "A" which is attached hereto and incorporated herein by reference.

31.2 Future percentages of increases shall be calculated as follows:

A) Effective April 1, 2020 the pay plan will be increased by 3% across the board.

The parties agree to eliminate steps 1 and 2 from the current chief pay plan effective the first payroll cycle after full signed ratification by both parties.

ARTICLE 32 - TERM OF AGREEMENT

- 32.1 This Agreement shall become effective as of the first (1st) day of April 1, 2020, and shall remain in full force and effect through the thirty-first (31st) day of December, 2020. Contract language changes will be effective as of the date of signing of this Collective Bargaining Agreement. Economic proposals and/or changes will be effective as specifically indicated or as of the date of signing of this Collective Bargaining Agreement, whichever is applicable. Written notice of intent to modify this Agreement as related to extension of the Agreement or changes to the Agreement must be served by the requesting party upon the other party at least ninety (90) calendar days prior to the date of expiration.

- 32.2 If the parties have not reached agreement, then either party may request a mediator from the Public Employment Relations Commission (PERC). The determination of the mediator shall be advisory only and not binding on either party.

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

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

Dated this _____ day of _____, 2020.

FOR THE EMPLOYER:
Board of Yakima County Commissioners

FOR TEAMSTERS LOCAL UNION # 760

Ron Anderson, Chairman
Yakima County Board of County
Commissioners

Leonard J. Crouch
Secretary-Treasurer

Amanda McKinney, Commissioner

LaDon Linde, Commissioner

Ed W. Campbell, Director
Department of Corrections

Jacqui Lindsay
Director of Human Resources

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

**YAKIMA COUNTY DEPARTMENT OF CORRECTIONS
DOC CHIEF'S AND LIEUTENANTS PAY PLAN**

APRIL 1, 2020

This reflects an increase of 3% effective on April 1, 2020

Class Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
CHIEF	\$101,722	\$104,236	\$106,852	\$109,585	\$112,228	\$115,257	\$118,248
	\$ 8,477	\$ 8,686	\$ 8,904	\$ 9,132	\$ 9,252	\$ 9,605	\$ 9,854
	\$ 48.90	\$ 50.11	\$ 51.37	\$ 52.69	\$ 53.96	\$ 55.41	\$ 56.85
LIEUTENANT	\$ 84,190	\$ 86,730	\$ 89,346	\$ 92,016	\$ 94,773	\$ 97,622	\$100,536
	\$ 7,016	\$ 7,228	\$ 7,446	\$ 7,668	\$ 7,898	\$ 8,135	\$ 8,378
	\$ 40.48	\$ 41.70	\$ 42.95	\$ 44.24	\$ 45.56	\$ 46.93	\$ 48.33

Pay Plan Structure:

1. There are seven (7) steps for Lieutenant and Chief.
2. Implementation of the plan with respect to the steps for Lieutenant and Chief are as follows:
 - a. Step one to step two upon completion of one year (12 months) of employment.
 - b. Step two to step three upon completion of one year (12 months) at step two.
 - c. Step three to step four upon completion of one year (12 months) at step three.
 - d. Step four to step five upon completion of one year (12 months) at step four.
 - e. Step five to step six upon completion of one year (12 months) at step five.
 - f. Step six to step seven upon completion of one year (12 months) at step six.

**NOTE – THIS IS ALL NEW LANGUAGE AND SHOULD BE GIVEN AN APPENDIX
NUMBER/LETTER**

YAKIMA COUNTY DEPARTMENT OF CORRECTIONS

SUBSTANCE ABUSE POLICY

POLICIES AND PROCEDURES FOR DRUG/ALCOHOL TESTING AND TREATMENT

These policies and procedures have been agreed to by the parties and shall become a part of the current labor agreement between Yakima County and Teamsters Local Union No. 760 (Union). All applicable articles of the contract shall apply to these policies and procedures.

A. PURPOSE

The County has a strong commitment to provide a safe work environment for its employees and to establish programs promoting high standards of employee health and safety. Consistent with that commitment, this policy establishes prohibitions regarding alcohol and controlled substances and the right of the County to screen or test employees to determine the presence of alcohol and/or controlled substances.

B. POLICY

1. It is the policy of Yakima County to provide an alcohol- and drug-free workplace for its deputies.
2. It is the responsibility of the Employer, Union and employees to preserve and protect public trust, public safety, and fitness for duty.
3. It is the responsibility of all employees to report for duty and be able to perform their jobs safely and effectively, without the presence of drugs, alcohol, or any other intoxicating substance.
4. The presence, possession, manufacture, use, distribution, or sale of alcohol, unlawful drugs or drug paraphernalia on County premises or while on duty is prohibited.

C. APPLICABILITY

This policy applies to all bargaining unit employees.

D. DEFINITIONS

For purposes of this policy, the following terms have the meanings indicated:

1. Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.
2. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, inclusive of deferred prosecution, by any judicial body charged with the responsibility to determine violations of Federal, State, or County drug laws.
3. Counseling means participation in a substance abuse treatment or rehabilitation program provided through the Yakima County Employee Assistance Program (EAP).

4. Criminal drug statute means any criminal law involving the presence, manufacture, distribution, dispensing, use, or possession of any controlled substance.
5. Medical Review Officer (MRO) is a licensed physician selected by the Employer to receive positive drug test results from the laboratory, analyze and interpret the results, and report to the employer those results as outlined in Section I of this policy.
6. Prohibited Substances are those substances whose dissemination is regulated by law, including, but not limited to narcotics, depressants, stimulants, hallucinogens, cannabis, and alcohol. For the purpose of this policy, substances that require a prescription or other written approval from a licensed health care provider or dentist for their use shall also be included when used other than as prescribed. Some of the drugs and/or their metabolites that are included, but not limited to, in these categories are as follows:
 - Amphetamines
 - Methamphetamines
 - Barbiturates
 - Benzodiazepines
 - Cannabinoids
 - Cocaine metabolites
 - Methadone
 - Methaqualone
 - Opium or Opiates (Codeine)
 - Opium or Opiates (Morphine)
 - Phencyclidine (PCP)
 - Propoxyphene
8. Reasonable suspicion and other bases of testing means facts and circumstances sufficient to lead a reasonable person to suspect that the employee has the presence of drugs and/or alcohol in the employee's blood, breath and/or urine, whichever is applicable.
- 9.. Representation means Employee's right to Union representation at testing sites and at any subsequent disciplinary action related to implementation of substance abuse procedures; provided, however, such representation shall not interfere with timely implementation of procedures.
10. Substance abuse means the use or presence of a substance, including medically authorized drugs other than as prescribed for the user, which violates this policy, impairs job performance or poses a hazard to the safety and welfare of the employee, the public, or other employees.
11. Substance Abuse Professional (SAP) is a licensed physician, psychologist, social worker, employee assistance professional, or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.
12. Unreasonable delay means a delay of the testing procedure for a period of time, as defined by the collection site or laboratory personnel, which would render the test invalid, useless and/or inaccurate.

E. EDUCATION

Pursuant to the provisions of the Drug-Free Workplace Act of 1988, the County will establish an education and training program (may be limited to written materials without classroom training) to assist employees to understand and avoid the perils of drug and alcohol abuse. A reasonable ongoing educational effort will be made to prevent and eliminate drug and alcohol abuse that may affect the workplace.

Hence, the Department's program should address:

- ♦ The dangers of drug and alcohol abuse in the workplace;
- ♦ The County's policy of maintaining a drug- and alcohol-free workplace;
- ♦ The availability of drug and alcohol treatment, counseling and rehabilitation programs; and
- ♦ The penalties that may be imposed upon employees for drug and alcohol abuse violations.

In addition to the training above, the County shall provide training to supervisors who may be asked to determine whether reasonable suspicion exists to require an employee to undergo drug and/or alcohol testing. The supervisory training shall include training on alcohol use and drug use. This training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol usage and drug use. Supervisors who have not received initial training may request another supervisor who has undergone this training to make the determination.

F. EMPLOYEE RIGHTS AND RESPONSIBILITIES

1. The County has the right to require an employee to undergo a drug and/or alcohol test when there is reasonable suspicion to indicate the employee has used and/or the presence of a substance which violates these policies, causes the employee to pose a hazard to the safety of the employee, the public, or other employees. However, an employee may be required to undergo a re-examination drug and/or alcohol test as provided in Section J.2. of this policy.
2. It is the employee's responsibility to report for duty without the presence of drugs and/or alcohol, be able to perform his/her job safely and effectively, without drugs, alcohol, or any other intoxicating substance in the employee's blood, breath and/or urine.
3. Employees are responsible for obtaining from their health care provider adequate information about the effects of prescription medication on job performance; and promptly notifying his/her supervisor of same; or promptly notifying his/her supervisor of the effects on job performance of over-the-counter medication being taken.
4. Employees are prohibited from the presence of, possessing, manufacturing, using, distributing, or selling alcohol, controlled substances or drug paraphernalia on County premises or while on duty. For purposes of this policy, "on duty" time includes meal and break periods during the work shift.
5. Employees are encouraged to request assistance with drug use and/or alcohol abuse problem(s), with the understanding that the first request for assistance will not be used as the basis for disciplinary action. However, a request for assistance shall not be used to exempt employees from job performance requirements.
6. In accordance with the Drug-Free Workplace Act of 1988, an employee who is convicted and/or any other alternative disposition like plea bargain, deferred prosecution, of a violation of a criminal drug statute shall notify the Director or his/her designee no later than 5 days after such conviction. For purposes of this policy, a criminal drug statute means any criminal law involving the manufacture, distribution, dispensation, use, or possession of any controlled substance.
7. Employees have the right to challenge the results of certain tests and certain discipline imposed in accordance with the Grievance procedure of their labor contract. Employees who dispute the results of a drug test may have their split sample tested at their own cost at another DHHS-certified laboratory. This employee request must be made in writing within 72 hours of notification of a positive drug test result by the MRO.
8. Employees having knowledge of another employee's condition/behavior that poses a potential threat to the safety of employees and/or the public are obligated to immediately inform the employer of the problem. The employer may assist the employee in getting help with the problem.

9. Employees who are required to undergo a drug and/or alcohol test will be provided transportation to the collection facility and shall also be offered transportation home by a Department representative. If suspected of being impaired, the employee will be advised against driving him/herself home or otherwise operating a motor vehicle.
10. Employees may have a Union representative present at the collection facility. However, the lack of Union representation shall not cause unreasonable delays in the collection process. If there are delays and the test is rendered invalid, useless, and/or inaccurate, then the Employer has the right to proceed based on observations if the Employer determines discipline is applicable provided that this does not prevent the Union from challenging the accuracy under the grievance procedure.
11. Employees shall fully cooperate in the collection process.

G. DETECTION

1. Reasonable suspicion and the basis for implementation of substance abuse testing: Once the steps outlined in the attached "Supervisor's Guidelines" are followed, an employee may be required to undergo a drug and/or alcohol test when reasonable suspicion exists to indicate that the employee has the presence of a prohibited substance in the employee's blood, breath and/or urine, whichever is applicable. Other bases for testing include where an employee is involved in any accident if the employer suspects the presence of alcohol and/or controlled substance where the County receives reliable information based upon personal knowledge of an individual, including but not limited to, other employees of the County, the medical community, or law enforcement personnel, of involvement by the employee with alcohol and/or controlled substances.
2. The decision to conduct a drug and/or alcohol test shall be made by the employee's on-duty supervisor or the highest-ranking supervisor on duty. In all cases, the on-call executive will be notified as soon as the situation allows.
3. Refusal to submit to a drug and/or alcohol test authorized by this policy shall be grounds for discharge.
4. Searches:
 - (a) The Department has the right to search, without employee consent, any and all County-owned property. These areas include, but are not limited to, office space, cars, desks, file cabinets and the like.
 - (b) The Department shall have the right to search (1) County-owned property and (2) with probable cause, private property belonging to the employee, such as a personal equipment bag, brief case, or private vehicle on County premises. The employee shall have the right to Union representation during the search provided such representation does not delay the search.

- (c) If the Department is going to conduct a search, the Department shall first inform the employee that:
- (1) The Department has reasonable suspicion to suspect that evidence exists within the area or item to be searched which could be used in disciplinary and/or legal proceedings against the employee;
 - (2) The employee has the right to Union representation during the search.
- (d) The Department may contact a police authority having jurisdiction to conduct a search according to and in the manner authorized by law.

5. Presence of, use of, possession, manufacture, distribution or sale of alcohol, drugs, or drug paraphernalia on County property or during work time is expressly prohibited and provides a basis for discipline under department rules and regulations, and shall constitute cause for drug and/or alcohol testing under this policy. For purposes of this policy, work time includes meal and break periods or any other time when the employee is on paid status and also includes when an employee is operating a County vehicle off-duty. Alcoholic beverages that are properly stored, unopened, in the trunk of an employee's personal vehicle will not be considered a violation of this policy. Any illegal drugs and/or drug paraphernalia coming into the County's possession will be turned over to the police authority having jurisdiction.

H. TESTING PROCEDURES

1. Drug and alcohol testing shall be conducted in a manner designed to protect employees, protect the integrity of the testing process, safeguard the validity of test results, and ensure that those results are attributed to the correct employee.
2. Employees who are required to undergo a drug and/or alcohol test will be provided transportation to the collection facility and shall also be offered transportation home by a Department representative.
3. Employees may have a Union representative present at the collection facility. However, the lack of Union representation shall not unreasonably delay the collection process.
4. Employees required to undergo a drug and/or alcohol test shall cooperate fully in the collection process and complete all required forms and documents. These forms include, but are not limited to, a Consent/Release form and an Interview form.
5. Urine samples for drug testing shall be collected at a collection site designated by the Employer using the split sample collection method. The split sample is made available if retesting becomes necessary. Any specimen that tests positive for drugs shall be retained in long-term frozen storage by the laboratory conducting the analysis for a minimum of one year.
6. If medical personnel at the collection site have reason to believe that an adulterated or substituted sample has been provided (or that the employee- altered or substituted the sample), the employee will be required to immediately submit a second sample (or the original sample). This collection shall be under the direct observation of a same gender collection site staff person. The employee will be required to provide the additional or original sample during an observed collection prior to leaving the collection site.
7. An appropriate chain of custody procedure shall be followed in the administration of all drug tests. Urine samples shall be sealed and initialed by the employee and a witness.
8. Urine samples shall be promptly sent to and tested by a laboratory that is certified

to perform drug tests by the Department of Health and Human Services (DHHS). Initial drug screening shall be conducted using an accepted immunoassay method. All positive tests shall be confirmed using the gas chromatography/mass spectrometry (GC/MS) drug testing method. The laboratory shall test for only the substances and within the limits as follows for the initial and confirmation tests, as provided within NIDA standards, unless this section is modified by amended agreements provided for in Section L.3.:

Initial Tests

Alcohol *	
Marijuana metabolites	50 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites (morphine and codeine)	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines (Amphetamine and Methamphetamine)	1000 ng/ml
Barbituates	300 ng/ml
Benzodiazepines	300 ng/ml
Methadone	300 ng/ml
Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml

- a. If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

Confirmatory Test

Alcohol *	
Marijuana metabolites	15 ng/ml
Cocaine metabolites	150 ng/ml
Opiate metabolites (morphine and codeine)	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines (Amphetamine and Methamphetamine)	500 ng/ml
Barbituates	300 ng/ml
Benzodiazepines	300 ng/ml
Methadone	300 ng/ml
Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml

9. Alcohol shall be tested by means of a Breathalyzer machine currently in use (B.A.C.) or future equipment which may supercede the B.A.C. machine (but excludes the P.B.T. device.) Breathalyzer alcohol tests shall be conducted at a site designated by the Employer. The testing shall follow the protocols established for criminal investigations, including the requirement of two breath samples within the proper variance. If the initial test indicates an alcohol concentration of .02 or greater, a second test shall be performed to confirm the results of the initial test at the election of the employee. The confirmatory test shall be by means of a blood draw. The confirmatory test shall also use a .02 blood alcohol concentration level to measure a positive test. If the Employee refuses to take the second confirmatory test, the first test will be used to determine alcohol concentration. The use of a BAC does not preclude the use of a blood draw for the initial testing. Whether a BAC and/or a blood draw is used depends on the circumstances leading the Employer to the conclusion that there needs to be a test.

10. Upon written request by the employee, the County shall make one legible copy of the results of his/her drug and/or alcohol tests available to the employee.

11. All information collected in the process of conducting a drug and/or alcohol test shall be treated as confidential information. These files shall be separate from the personnel file; sealed and maintained in a secure medical file. However, such information shall become available to other persons on a need to know basis if there is a grievance or other administrative law or legal action.

12. Employees who refuse or fail to fully cooperate in the collection process shall be subject to discipline up to and including discharge. Examples of a failure to fully cooperate include such actions as, refusing to sign the necessary consent/release forms; delaying and/or obstructing the collection process; failing to provide the specimen for testing; and attempting to substitute or adulterate a specimen. The foregoing list is not intended to be an all-inclusive list. DOC management shall, in all circumstances, have the final right to determine the appropriate level of discipline depending on the specific circumstances, the employee's performance record, and any other pertinent facts.

I. REPORTING OF RESULTS

1. The County shall have a designated Medical Review Officer (MRO) who must be a licensed physician with knowledge of substance abuse disorders and familiar with the characteristics of the laboratory tests (sensitivity, specificity, and predictive value). The role of the MRO will be to review and interpret the positive drug test results.
2. Alcohol Test Results. Laboratory or collection site personnel will report the test results to the Director or his/her designee and the County Human Resources Director. If the confirmation test meets or exceeds 0.02 g/210 ml, the laboratory or collection site personnel shall report to the Director, or his or her designee and the County Human Resources Director that the employee tested positive for alcohol. If the test result is below 0.02 g/210 ml, the laboratory or collection site personnel will report to the Director or his or her designee and the County Human Resources Director that the employee tested negative for alcohol.
3. Drug Test Results. Laboratory personnel will advise the Director or his/her designee and the County Human Resources Director directly of all negative drug test results.

The laboratory will advise the MRO, the Director or his or her designee, and the County Human Resources Director of any positive drug test results. The MRO must examine alternate medical explanations for any positive test results. This process shall include an interview with the affected employee and a review of the incident file, employee's medical history and any other relevant factors. The MRO must review medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication. Employees involved in this step of the examination shall make themselves and any relevant records they wish to present available to the MRO within 48 hours after request.

After reviewing the incident file and interviewing the employee, the MRO shall report to the Director or his/her designee and the County Human Resources Director the name of the employee, and whether a positive test of a prohibited substance has been verified. The MRO shall also supply all applicable reports and information regarding the positive test.

4. Rehabilitation Program. If the tested employee is referred on to rehabilitation or treatment, the MRO is authorized to communicate specific results to the Substance Abuse Professional (SAP) or counselor overseeing the employee's treatment program.

5. Grievance. The laboratory and/or the MRO is authorized to release specific test results to the County and the Union in cases of disciplinary proceedings, a grievance and/or a legal challenge.

- J. REHABILITATION AND RETURN TO DUTY
 1. The County recognizes that substance abuse can be successfully treated, enabling an employee to return to satisfactory job performance. Employees who are concerned about their own drug use and/or alcohol abuse are encouraged to voluntarily seek assistance through the County's EAP. All such voluntary requests for assistance will remain confidential.
 2. An employee who tests positive for a prohibited substance or is otherwise required to submit to a drug and/or alcohol test by this policy shall be medically evaluated, counseled, and treated for rehabilitation as recommended by the SAP. If the employee is required to participate in such a program, his/her reinstatement or continued employment shall be contingent upon:
 - (a) Successful completion of the program and remaining drug- and/or alcohol-free for its duration and three (3) years; and
 - (b) Passing a return to duty drug and/or alcohol test as recommended by the SAP; and
 - (c) Obtaining a final release for duty by the SAP (The final release for duty may be preceded by a temporary release for duty).
 3. Employees who successfully complete a rehabilitation program and are released for duty, in addition to being subject to reasonable suspicion testing at any time, will be subject to follow up testing, which involves unannounced drug and/or alcohol testing at least 3 times per year during the following 36 months. The Director or his/her designee will determine when there will be drug and/or alcohol tests. The appointment for the collection will be made in advance and maintained in a confidential manner by the Director or his/her designee until the day of the collection. The Director or his/her designee shall provide the supervisor with adequate notice of the test date. The employee will not be notified until just prior to the testing. The employee may request a Union representative to accompany him/her to the collection site, provided the sample is collected within two (2) hours following notification.
 4. Upon notification of selection for the follow up tests, the employee must proceed directly to the collection site for testing. At this time, the employee will receive an Employee Notification of Scheduled Drug/Alcohol Test letter from the designated contact. The employee will be required to sign this letter and a Consent/Release form. The employee must present photo identification to collection site personnel. The Director or his/her designee and the County Human Resources Director will retain a copy of all the forms.
 5. Refusing to submit to a return to duty or a follow up test will be considered grounds for discharge. If the selected employee fails to report to the collection site within 2 hours of notification of testing, this will also be considered grounds for discharge.
 6. If an employee voluntarily enters a drug/alcohol rehabilitation program, it shall not be considered an offense under this policy. Such employees are, however, still subject to this policy and may be required to undergo a drug and/or alcohol test if reasonable suspicion exists.
 7. All appointments with the SAP may be scheduled as sick leave or vacation leave subject to prior approval of the supervisor, Director, or management designee. The SAP will contact the Director or his/her designee to make a recommendation as to the need for further treatment. Once vacation leave and sick leave is exhausted, the employee may be placed on leave without pay. The current contract provision regarding the length of time an employee may be on leave without pay will be applicable. The Director or his/her management level designee shall maintain confidentiality regarding the reason for the leave.

8. The employee will be responsible for all costs, not covered by insurance, which arise from such treatment.
9. Once an employee has tested positive for substance abuse and the MRO has notified the County, the employee will be placed on leave status (vacation, sick, holiday leave bank, compensatory time then leave without pay). The employee will remain on leave until s/he has a release for duty from the SAP and has passed a return to duty drug and/or alcohol test as recommended by the SAP. The release for duty may be a temporary or final release as described below depending on the circumstances.
10. Temporary Release for Duty. The SAP may sign a temporary release for duty indicating that the employee can satisfactorily return to regular work assignment and continue treatment on an outpatient basis. The temporary release for duty shall indicate the length of time such release is valid not to exceed 3 months. The employee must present a final release for duty on or before the expiration date of the temporary release. A temporary release shall include follow up testing. The employee must present both the temporary and final release for duty to his/her supervisor.
11. Final Release for Duty. A final release for duty shall be signed by the SAP indicating that the employee has:
 - (a) Satisfactorily completed treatment and follow up testing; or
 - (b) Does not require treatment at this time, and the employee may return to regular work assignment without restrictions. Failure to provide a final release for duty to the supervisor may result in discharge.
12. Once an employee provides the supervisor with the final release for duty the employee shall be returned to his/her regular duty assignment so long as the total time for rehabilitation, testing and release does not exceed six (6) months. If it exceeds six (6) months, the employee is subject to discharge. After five years of no further violation of this policy, the employee's personnel file shall be purged of any reference to the incident, including any disciplinary actions taken, provided, however, records may be retained beyond five (5) years when retention is required by applicable law. Should applicable law require retention of records past five (5) years, and if allowed by such law, such records shall be sealed and may not be opened except for the existence of a grievance, further disciplinary action and/or further legal proceedings.
13. If an employee tests positive during the 36-month period following rehabilitation on a reasonable suspicion and/or any other bases for drug or alcohol test, the employee will be discharged.
14. If an employee tests positive during the 36 month period following rehabilitation on unannounced drug or alcohol test, the employee will be discharged.

K. RANGE OF CONSEQUENCES

1. Employees who violate this policy will be subject to disciplinary consequences as identified in this policy. In all cases, the County reserves the right to determine the appropriate disciplinary measures, which may be more or less severe than those set forth in this guideline. The following list of actions and the related consequences is illustrative only, and is not intended to be an all-inclusive list of possible disciplinary consequences.
2. If an employee has an alcohol concentration of 0.02 or greater in any alcohol test, and/or tests positive for drugs and/or their metabolites in any drug test and it is the employee's first offense, then s/he shall be referred to the EAP for counseling and/or completion of a substance abuse treatment or rehabilitation program. However, if an employee violates a work rule in conjunction with failing a drug and/or alcohol test, then s/he may be subject to disciplinary action. The County shall have the right to take disciplinary action, up to and including discharge, based on the severity of the incident and/or the employee's past

record.

3. Employees will be subject to disciplinary action as indicated for any of the following:
 - (a) Refusal to submit to an authorized drug and/or alcohol test. Refusal to submit to testing means that the employee fails to provide an adequate urine or breath sample for testing without a valid medical explanation after s/he has received notice of the requirement to be tested, or engages in conduct that clearly obstructs the testing process. Refusal to submit to testing includes, but is not limited to, refusal to execute any required consent forms, refusal to cooperate regarding the collection of samples, refusal or failure to provide necessary documentation to the MRO when requested, and/or submission or attempted submission of an adulterated or substituted urine sample. For a refusal, an employee shall be subject to discharge.
 - (b) Reporting for work with the presence of alcohol, drinking alcoholic beverages or using drugs while on duty, on County property, in County vehicles, or during breaks and/or meal periods during work hours shall be subject to discharge.
 - (c) Unlawful manufacture, use, distribution, dispensation, possession, concealment or sale of any controlled substance, including an alcoholic beverage, while on duty, on County property, in County vehicles, or during breaks and/or meal periods during work hours.
 - (d) Any criminal drug statute conviction and/or failure to notify the County of such conviction within 5 days shall be subject to discharge.
 - (e) Failure to complete a counseling, treatment, or rehabilitation program as prescribed by the SAP shall be subject to discharge.
 - (f) Testing positive on a return to duty shall be subject to discharge.
 - (g) Any failures (positive test) on follow up drug and/or alcohol testing during the 36 month following rehabilitation shall be subject to discharge.
 - (h) Failure to report to a collection site within two (2) hours of notification for return to duty or follow up testing shall be subject to discharge.
 - (i) Second offense – alcohol concentration of 0.02 or greater in any reasonable suspicion or any other bases for alcohol test, and/or testing positive for drugs and/or their metabolites in any drug test or any other bases for drug test, shall be discharged.
 - (j) Employee's failure to participate in the temporary and/or final releases for duty testing in a timely manner shall be subject to discharge.

4. Although the foregoing will ordinarily result in discharge regardless of the employee's position, the Director reserves the exclusive right to consider extenuating circumstances and to impose lesser discipline.

L. OTHER

1. The County shall pay for initial costs of the substance abuse examination including the expenses of the Medical Review Officer.
2. The parties recognize that during the life of this agreement there may be improvements in the technology of testing procedures which provide more accurate testing for the presence of alcohol and/or controlled substances or which constitute less invasive procedures for the employees. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree, the issue will be submitted to impasse procedures under RCW 41.56. Meanwhile, the provisions of this policy shall remain applicable.

3. If any provision of this Agreement shall be held invalid by operation of law, or any Tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be restrained by such Tribunal pending final determination as to its validity, the remainder of this Agreement shall not be held to be invalid, and will remain in full force and effect, and the parties, upon request of one to the other shall initiate immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision.
4. The following attachments shall be a part of this Policy: Supervisor's Guidelines, Appendix 1 to Supervisor's Guidelines, Consent/Release Form, Report Form, and Interview Form.

YAKIMA COUNTY DEPARTMENT OF CORRECTIONS
Substance Abuse Policy

SUPERVISOR'S GUIDELINES

The primary goal of the Substance Abuse Policy is to provide a working and service delivery environment free from the effects of alcohol/drug abuse. The supervisor's role is to identify employees who may be a threat to the safety and welfare of the employee, other employees, and the public by having drugs and/or alcohol while on-duty. Such employees must be removed from the workplace.

Follow the steps below to ensure that you are proceeding correctly. It is important that proper procedures are followed to comply with legal and contractual requirements.

1. Contact your appropriate command staff and explain the situation.
2. Your supervisor will:
 - ◆ Take appropriate action regarding your response status, and
 - ◆ Notify the Director or his or her designee, then join you at your location to assist you and corroborate your observations during the interview.
3. Prepare yourself for an interview with the employee by completing the Report Form. Refer to Attachment 1 for descriptions of physical and behavioral signs which may indicate substance abuse.
4. After your supervisor has arrived, advise the employee you wish to interview him/her and provide a private location to conduct the interview.
 - ◆ Be sure to advise the employee that you suspect him/her of the presence of a prohibited substance (defined in the policy) in the employee's blood, breath and/or urine, whichever is applicable, and that s/he may have a Union representative present during the interview.
 - ◆ Do not argue with a belligerent or threatening employee. Advise him/her that his/her cooperation during the interview and testing procedure (if warranted) are direct orders and that continued disruptive behavior, preventing completion of the interview, shall be the same as refusal to submit to testing and shall be cause for discipline (cooperation **does not** mean that any employee must give facts or evidence which may incriminate himself/herself).
 - ◆ Complete the Interview Form with your supervisor.
5. Review the relevant information with your supervisor. If your supervisor decides that the test is required, relieve the employee of duty, with pay, during the course of the exam and MRO review.
6. Have the employee sign a Consent/Release Form.
 - ◆ Read the form to the employee and direct him/her to sign it. Do not alter the form in any way.
 - ◆ Be sure, if the employee has declined Union representation, that s/he understands that s/he may choose to have a Union representative accompany him/her to the testing facility.
 - ◆ If the employee refuses to sign the form, advise him/her that this is a direct order and that failure to comply shall be cause for discipline.
 - ◆ Issue a second order for the employee to sign the consent form. If s/he still refuses, relieve the employee of duty, with pay, explain that disciplinary action may follow. Your supervisor will transport the employee home. (No employee suspected of impairment from alcohol/drug abuse shall be allowed to drive.)
7. Your supervisor shall transport the employee to the testing facility, and wait at the testing facility until the testing is completed.
8. When the exam is completed, your supervisor will:
 - ◆ Reconfirm with the employee that s/he has been relieved of duty, with pay.
 - ◆ Advise the employee that s/he will be contacted by the MRO to review the results (if positive), and
 - ◆ Advise the employee that s/he will be contacted by the department advising him/her about the applicable procedures.
 - ◆ Drive or arrange transportation for the employee home. Do not return the employee to a County facility.

9. Once the employee has been sent home, your supervisor will:
 - ◆ Gather copies or originals of the Report Form, Interview Form, Consent/Release Form, and any other written notes or reports and forward them to the Director and/or his or her designee and the County Human Resources Director.

YAKIMA COUNTY DEPARTMENT OF CORRECTIONS

ATTACHMENT 1 TO SUPERVISOR'S GUIDELINES

Listed below are some behavioral descriptions which may guide the supervisor in determining whether an employee is has the presence of a prohibited substance in the employee's blood, breath or urine. A supervisor usually knows the employee's "normal" behavior and must try and distinguish alcohol and/or drug abuse from other problems.

Supervisors should be aware that the following physical, behavioral, or performance symptoms may indicate drug/alcohol usage:

- ◆ Either very dilated or constricted pupils
- ◆ Hyperactivity
- ◆ Unsteady gait
- ◆ Irritability
- ◆ Slurred speech
- ◆ Anxiousness
- ◆ Wide mood swings
- ◆ Odor of alcohol
- ◆ Overreaction to criticism
- ◆ Staggering
- ◆ Listlessness
- ◆ Illogical speech and thought process
- ◆ Unusual/abnormal behavior
- ◆ Poor judgment
- ◆ Avoiding others/withdrawal
- ◆ Sudden increase in absenteeism

YAKIMA COUNTY DEPARTMENT OF CORRECTIONS

Substance Abuse Policy

CONSENT/RELEASE FORM

I consent to the collection of a urine and/or air sample by _____ and its analysis by _____ for those drugs, alcohol, and/or controlled substances specified in the Collective Bargaining Agreement pursuant to the Substance Abuse Policy agreed to between the Yakima County and the Teamsters Local Union No. 760.

The laboratory administering the tests may release the results to the Medical Review Officer (MRO), who shall release his/her conclusions to the employer after review and interpretation. If I test positive, I agree to make myself and any requested records available to the MRO within 48 hours of such request. The information provided to the employer from the MRO shall be limited to whether the tests were confirmed positive or negative, and no other test results will be released, except as provided herein, without my written consent. The laboratory will advise the employer’s representative whether the initial alcohol screen is positive or negative.

I understand that I have the right to my complete test results and that the laboratory will preserve the sample for at least one year. If I test positive, I have the right to have the split sample tested at my expense at a second DHHS-certified laboratory of my choice. I understand that I must request such test in writing of the split sample within 72 hours of notification of a positive test result by the MRO.

I understand that the Employer is requiring me to submit to this testing as a condition of my employment and that if I tamper with, alter, substitute, or otherwise obstruct or fail to cooperate with the testing process, I will be subject to disciplinary action up to and including discharge.

I further understand that a confirmed positive test will result in actions taken by the employer and for the employee which are consistent with the County’s policies and procedures for substance abuse testing and treatment.

I understand that the employer will administer the Policy consistent with federal and state constitutional and statutory requirements. Also, by signing this consent form, I am not waiving the right to challenge a confirmed positive test result and an Employer action based thereon except as otherwise provided in the policy. In order to pursue any challenge related to this test, I will, be required to and hereby do authorize the laboratory and MRO to release to my Employer and the Union any information relating to the test and test results. Further, I understand that the employer may require me to participate in a treatment or rehabilitation program. If required to do so, I authorize the laboratory and MRO to release any information relating to the test or test results to the Substance Abuse Professional (SAP) or treatment counselor. My signature below indicates my consent for release of this information.

Employee Signature

Date

Employee Printed Name

YAKIMA COUNTY DEPARTMENT OF CORRECTIONS

Substance Abuse Policy

REPORT FORM

This form must be filled out prior to any drug/alcohol testing. Review Supervisor's Guidelines before completing this form. The information contained on this form is confidential and shall be viewed only by necessary supervisory/managerial employees, the testing facility, MRO, and the employee being interviewed/tested. When this form is completed and signed, make two copies of the form and distribute as follows: Original to Director and a copy to the County Human Resources Director, Copy attached to consent form.

Employee Name: _____

Speech: _____

Dexterity: _____

Standing: _____

Walking: _____

Judgment: _____

Decision-making: _____

Appearance (eyes, clothing, etc.): _____

Odor: _____

Other: _____

Location where these were observed: _____

Time of observation: _____

Witnesses: _____

Supervisor's Signature _____ Date/Time: _____

YAKIMA COUNTY DEPARTMENT OF CORRECTIONS

Substance Abuse Policy

INTERVIEW FORM

Name of Employee: _____

I understand that I am entitled to Union representation during this meeting and during any subsequent meetings or at testing facilities. I understand that I am being ordered to answer these questions and that if I refuse to answer these questions I am subject to discharge. I do or do not (please circle one) want a representative at this time. I understand that I am entitled to Union representation at any time whether I choose to have one now or not.

Employee signature: _____

1. I (we) have noticed (describe behavior/evidence) _____

2. Do you have any explanation? _____

3. Are you using any type of illicit drug or alcohol? _____

If yes, what? _____

When did you take it? _____

Where did you take it? _____

How much did you take? _____

Do you have any drugs/alcohol in your possession at work? _____

(if yes, get agreement to confiscate)

Based on the interview and the completed Report Form, I believe the employee should be tested for drugs and/or alcohol.

Dated _____

Supervisor (position)

Agree _____ Don't Agree _____

Witness, if available* (position)

Agree _____ Don't Agree _____

*Witness is an individual other than the designated Union representative.