BEFORE THE BOARD OF COUNTY COMMISSIONERS OF LEWIS COUNTY, WASHINGTON

RE: RESOLUTION TO APPROVE A COLLECTIVE BARGAINING AGREEMENT BETWEEN LEWIS COUNTY DEPUTIES GUILD REPRESENTING THE SHERIFF'S OFFICE OPERATIONS BUREAU (DEPUTIES) & LEWIS COUNTY FOR 2016-2018.

RESOLUTION NO. 16-030

WHEREAS, the Board of County Commissioners (BOCC), Lewis County, Washington, has reviewed a Collective Bargaining Agreement between Lewis County Deputies Guild, representing the Sheriffs' Office Operations Bureau (Deputies); and

WHEREAS, it appears to be in the best public interest to authorize the execution of the said Collective Bargaining Agreement for Lewis County;

NOW THEREFORE BE IT HEREBY RESOLVED that the aforesaid Collective Bargaining Agreement between Lewis County and the Lewis County Deputies Guild is HEREBY approved and the BOCC is authorized to sign the same.

PASSED IN OPEN SESSION this 25 day of January 2016.

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY WASHINGTON

APPROVED AS TO FORM:
Jonathan L. Meyer, Prosecuting Attorney

P.W. Schulte, Chair

Civil Deputy, Prosecuting Attorney's Office

Gary Stamper, Vice Chair

ATTEST:

Karri Muir, CMC, Clerk of the Board

Edna J. Fund, Commissioner

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LEWIS COUNTY DEPUTIES GUILD

AND

LEWIS COUNTY SHERIFF'S OFFICE

January 1, 2016 – December 31, 2018

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1. INTRODUCTION

1.1. Preamble

1.1.1. This agreement is entered into by and between **LEWIS COUNTY, WASHINGTON**, a political subdivision of the State of Washington, and the **LEWIS COUNTY SHERIFF'S OFFICE**, acting through the elected Sheriff, hereinafter jointly referred to as the "Employer", and the **LEWIS COUNTY DEPUTIES GUILD**, hereinafter referred to as the "Guild".

1.2. Purpose

1.2.1. It is the purpose of this agreement to achieve and maintain harmonious relations between the Employer and the Guild, to provide for equitable and peaceful adjustments of differences, which may arise, and to establish standards of wages, hours, and working conditions.

2. RECOGNITION

2.1. Scope of Bargaining Unit

2.1.1. The Employer recognizes the Guild as the exclusive bargaining representative for those purposes appropriate to the units stated in RCW 41.56 of all classified Civil Service positions under RCW 41.14.070 except Sheriff, Undersheriff, Chief Criminal Deputy, Chief Civil Deputy, Inspector, Director of Property Management, Jail Administrator, clerical office staff (including secretaries and records personnel), Corrections Bureau employees, and reserves.

2.1.2. Reserves. Reserves are volunteers as they do not occupy classified civil service positions under RCW 41.14.070.

a) Reserves may, under certain circumstances, receive a stipend not to exceed the minimum base pay of a deputy, as set out in this Agreement.

b) Reserves shall not be used to supplant or to "skim" the work of deputies. The tasks assigned to reserves from time to time may include functions which do not require the full skill sets of deputies, including tasks such as the following: Registered sex offender compliance checks, paper service relating to sex offenders and civil situations, prisoner transport, address County Ordinances, and tasks undertaken to assist and under the supervision of an Field Operations supervisor or deputy. Reserves also may work paid contract details/shifts when no deputy is available and willing to work such details/shifts.

c) In the event the Guild feels that reserves may be encroaching upon deputies' work, it shall bring its concern to the attention of the Employer. If such concern cannot be resolved to the satisfaction of the Guild within 90 days, then, upon a further 30 days' written notice to the Employer, the Employer shall cease to offer stipends to reserves.

2.2. Employee Definitions

2.2.1. Regular Full-Time Employee - An employee regularly scheduled to work an average of one hundred seventy-three and three tenths (173.3) hours per month and who has completed the twelve (12) month probationary period.

a) The Sheriff has the discretion to authorize individual(s) who laterally transfer and are subsequently hired as a regular full-time (Section 2.2.1) employee (to include during probationary period) within the bargaining unit to receive such recognition and credit as the Sheriff may deem appropriate for their continuous law enforcement experience with previous law enforcement agencies for salary and benefit accrual purposes as set forth in subsection (b).

b) The salary and benefit accrual placement impacts the following provisions set forth in the Collective Bargaining Agreement:

1) Step placement on the salary schedule (Appendix 16).
2) Vacation accrual placement (Section 7.3).
3) Longevity accrual placement (Section 7.7).

c) Authorized salary step placement or benefit accrual rates shall not change or otherwise enhance an employee's seniority date (original date of hire) for any other applications under the terms and conditions of the Collective Bargaining Agreement.

d) Specific salary and benefit accrual levels shall initially be established at the sole discretion of the Sheriff or designee. Once authorized by the Sheriff or designee, the initial salary and benefit step or accrual placement may not be unilaterally rescinded unless salary and/or benefit accrual levels are inadvertently established outside the scope of actual salaries and benefits set forth in the current Collective Bargaining Agreement.

e) Such employee(s) shall have a benefit accrual date assigned to them for the specific provisions set forth above.

2.2.2. Regular Part-Time Employee - An employee regularly scheduled to work less than one hundred seventy-three and three tenths (173.3) hours per month and who has completed the twelve (12) month probationary period.

2.2.3. Probationary Employee - An employee regularly scheduled to work either full or part-time who has not yet completed the twelve (12) month probationary period.

2.2.4. Provisional Employee - An employee appointed by the Sheriff in accordance with Civil Service Rules and Regulations for a defined period of time.

2.2.5. Trainee Employee - An employee regularly scheduled to work full or part-time that has not yet completed the WSCJTA and the Employers field-training program.

3. GUILD SECURITY

3.1. Membership Requirement

3.1.1. The Employer and the Guild agree that all present members of the Guild shall remain members in good standing while holding positions included in the bargaining unit. All future employees holding positions in the bargaining unit shall become and remain members in good standing after completing thirty (30) calendar days of employment.

3.1.2. Notwithstanding Section 3.1.1., the Employer and the Guild agree that each must safeguard the right of employees to not join the Guild, if an objection is based upon bona fide religious tenets or teachings of a church or religious body of which the employee is a member. In such cases, such employee shall pay an amount of money equivalent to regular Guild dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Guild. The employee shall furnish written proof that such payment has been made. If the employee and the Guild do not reach agreement on such matter, the charitable organization shall be designated pursuant to RCW 41.56.

3.1.3. The Guild shall indemnify the Employer and save the Employer harmless against any and all claims, demands, suits, or other form of liability that shall arise out of or by reason of any action taken or not taken by the Employer at the request of the Guild for the purpose of complying with this Article, provided that the action taken is in accordance with such request.

3.1.4. Guild members will be allowed to attend Guild meetings while on-duty. Members so attending will be subject to call and will be expected to respond to their duty responsibilities during the Guild meeting.

3.2. Check Off of Guild Dues

3.2.1. Upon receipt of a properly executed authorization card signed by the employee, the Employer shall deduct from the employee's monthly pay all regular Guild dues uniformly required to maintain the employee in good standing with the Guild. Such deductions are to be transmitted to the Guild each month. Contributions to charitable

organizations based upon a bona fide religious objection to membership in the Guild as set forth in Section 3.1.2., shall be likewise deducted and remitted to the appropriate charity.

3.2.2. Employees and the Guild shall hold the Employer harmless and shall indemnify the Employer from responsibility for withholding errors and damages flowing there from caused by faulty information furnished by the employees or the Guild, and the Guild shall promptly refund to the employee any amounts paid to the Guild in error.

3.3. Guild Representatives

3.3.1. Members of the Guild selected to serve as officers and representatives shall be certified in writing by the Guild President to the Employer. A Guild officer or representative shall be allowed reasonable time to review and process a dispute or grievance during working hours so long as such activity does not unduly disrupt the operations of the Sheriff's Office. The Employer will not incur any overtime liability as a result of exercise of release time by Guild officers and representatives under this section.

3.3.2. Negotiations: The Guild's official representatives for purposes of negotiating will meet with the Employer at mutually agreed upon times. The Employer will not allow more than three (3) of the Guild's official representatives to attend negotiating sessions without loss of pay if those representatives would be on-duty when negotiations are scheduled and operational requirements permit.

If the Guild uses a non-bargaining unit member during negotiations, then only two (2) Guild official representatives will be allowed to attend the negotiation sessions without loss of pay if those representatives would be on-duty when the negotiations are scheduled and operational requirements permit. Off-duty personnel attending negotiating sessions shall not receive any compensation for such attendance.

3.4. Guild Communications

3.4.1. The Employer shall provide suitable space on its premises for a Guild bulletin board. The Employer agrees to allow Guild representatives to use designated bulletin board to post messages concerning Guild business, including scheduling or posting notice of Guild meetings, Labor/Management meeting notices and minutes, and communications with management and representatives of the Guild concerning the administration of the Collective Bargaining Agreement.

3.4.2. It is specifically understood that no notices of a discriminatory or political nature, nor notices that would be offensive to a reasonable person, shall be posted. Each posting shall be initialed and dated, or digitally signed by the Guild official responsible for the posting. (Note: The County email system is not confidential and these communications may not be private and are the property of Lewis County).

3.4.3. The Employer shall allow the Guild to place a ballot box near the Guild bulletin board. This ballot box is the property of the Guild and will be used to vote on Guild business.

4. MANAGEMENT RIGHTS

4.1. Customary Functions

4.1.1. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer and its management, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion. The exercise of these rights is subject to the terms and conditions of this Agreement and the requirements of RCW 41.56 to negotiate over changes in mandatory subjects of bargaining and the impacts of changes in permissive subjects on mandatory subjects of bargaining.

a) To take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the organization and to direct the Employer's employees;

b) to reprimand, suspend, discharge or to otherwise discipline employees for just cause;

c) to determine the number of employees to be employed;

d) to hire employees, determine their qualifications and assign and direct their work;

e) to evaluate employees' performances;

f) to promote, demote, transfer, layoff and recall to work employees;

g) to set the standards of productivity, the services and products to be produced;

h) to determine the amount and forms of compensation for employees;

i) to maintain the efficiency of operation; determine the personnel, methods, means, and facilities by which operations are conducted;

j) to set the starting and quitting times and the number of hours and shifts to be worked;

k) to use independent contractors to perform work or services;

l) to subcontract, contract out; expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation or service;

m) to control and regulate the use of facilities, equipment, and other property of the Employer;

n) to introduce new or improved research, production, service, distribution, and maintenance methods, material, machinery, and equipment;

o) to determine the number, location and operation of department, divisions and all other units of the Employer;

p) to issue, amend and revise policies, rules, regulations, general orders, administrative directives, and practices.

4.2. Non-Waiver

4.2.1. The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's management right to exercise such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's management right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with express provisions of this Agreement; however, the Employer recognizes that RCW 41.56 may impose an obligation for the Employer to negotiate changes in wages, hours, and working conditions not covered by this agreement.

4.3. Employer Options

4.3.1. The Employer and the Guild hereby recognize that delivery of services in the most efficient, effective, and courteous manner is of paramount importance to the Employer, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement.

4.4. Performance Standards

4.4.1. The Employer shall have the right to establish and maintain performance standards. Such standards that are in effect may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of an employee. The Employer shall have the right to implement and prepare work schedules consistent with the terms and conditions of this Agreement. No revision of performance standards and/or policies shall be made without prior notification of the Guild.

5. EMPLOYMENT POLICIES AND DUTIES

5.1. Non-Discrimination

5.1.1. The Employer and the Guild agree that they will not discriminate unfairly against any employee by reason of race, creed, age, color, sex, sexual orientation, veteran status, national origin, religious belief, marital status, membership or non-membership in a Guild, or mental or physical handicap.

5.1.2. Alleged violations of the non-discrimination provision shall be processed by submission by the employee of a complaint to the appropriate County, State or Federal agency charged with the enforcement of such discrimination laws for investigation and adjudication of the complaint. The Guild will provide the employee with the name, address, and phone number of the appropriate enforcement agency or agencies.

5.1.3. Whenever words denoting the masculine gender are used in this Agreement, they are intended to apply equally to either gender.

5.1.4. In the event Human Rights Commission jurisdiction is invoked in any matter addressed by this Agreement, no proceeding may be taken under this Agreement with respect to the matter while such jurisdiction is pending, and action under this Agreement shall be superseded in the event of conclusion of the matter before the Human Rights Commission.

5.2. Mandatory School and Training Sessions

5.2.1. The Sheriff is permitted to conduct or direct the attendance of employees, and each employee shall attend, any and all school and training sessions as directed by the Sheriff.

5.2.2. As required in the policy manual, or mandated by Washington State Law, each employee shall be responsible for obtaining and maintaining certification for matters required in the policy manual and mandated by law.

5.2.3. The school, training, or certification referred to in Sections 5.2.1 and 5.2.2 above, shall be mandatory upon each employee requiring the attendance of such employee whether on their off-duty or on-duty time, depending upon when such classes occur. Attendance during actual class time shall be considered working time and shall result in compensation at the applicable rate of pay.

5.2.4. Voluntary attendance at non-required training courses, for the purpose of individual career advancement or enhancement, shall not be considered compensable work time provided that the following four (4) general principles are met:

a) Attendance is outside the employee's regular working hours; and

b) attendance is in fact voluntary; and

c) the employee does not perform productive work during such attendance; and

d) the program, lecture, or meeting is not directly related to the employee's job.

5.2.5. Employer required training shall be at the Employer's expense and time spent in travel to training sessions away from the employee's regular work place as well as class attendance shall be considered compensable time provided, however, that travel time shall be compensated at the straight time rate of pay subject to the following conditions:

a) Travel pay shall commence at the employees point of debarkation. In cases where the employee is not required to report to the workplace, and travel begins from his/her residence, pay shall be based upon the location of the residence.

b) Employees wishing to attend non-Employer mandated training may voluntarily waive the travel pay provisions contained in this agreement.

c) Annual in-service training shall be conducted during normal business hours, will be considered the employee's normal shift, and will be compensated at the employee's regular straight time rate of pay. This will include travel time for employees with assigned take-home cars.

5.3. No Strike Clause

5.3.1. The Employer and the Guild agree that the public interest requires the efficient and uninterrupted performance of all the Employer's services and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Employer and the Guild recognize that the cessation or interruption of the services of the employees is in violation of this Agreement.

5.3.2. During the term of this Agreement, the Guild and the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slowdown, or other interference with Employer functions. No employee shall willfully absent himself or herself from his or her position, or abstain in whole or in part from the full, faithful and proper performance of his or her duties of employment for the purpose of inducing, influencing or coercing a change in his or her conditions of compensation, or the rights, privileges, conditions, or obligations of employment.

5.3.3. The Guild agrees that it shall not, at any time, authorize, instigate, sanction, cause, participate in, encourage, or support any strike affecting the Employer. Strikes shall also be defined to include, but shall not be limited to, slowdowns, stoppages of work, tie-ups, sit-ins, mass absences due to sickness or other reasons, demonstrations, picketing (except where constitutionally permitted), boycotts, obstructionism, or any other form of concerted activity such as disruption, interruption, or interferences in any manner or kind

whatsoever with any and all operations, facilities or activities of the Employer. The Guild and the employees agree that they will not honor any picket line established by any labor organization in the event of being called up to cross such picket line in the performance of duty.

5.3.4. Employees covered by this Agreement who engage in any of the foregoing prohibited actions shall be subject to such disciplinary or discharge actions as may be determined by the Employer including, but not limited to, recovery of any financial losses suffered by the Employer as a result of such prohibited actions. Any disciplinary action shall be subject to the Civil Service Commission protection.

5.3.5. Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, boycott, slowdown, mass sick call, any form of work stoppage, refusal to perform duties, or other interruption of work or prohibition contained in the foregoing paragraphs.

5.3.6. In the event the Employer determines that a breach of any of the foregoing provisions has occurred, the Employer shall, as soon as possible, attempt to notify the Guild of the alleged breach.

5.4. Jury Duty

5.4.1. Employees shall be allowed time off without loss of pay for serving on jury duty. Employees shall return to work if released from jury duty. If less than one (1) hour remains on the employees shift, a supervisor shall be consulted.

5.5. Military Leave

5.5.1. Any employee who is a member of a military reserve force of the United States or of the State of Washington shall be entitled to and shall be granted military leave of absence from county employment, not to exceed twenty-one (21) days during each calendar year. Such leave shall be granted in order that the person may take part in active training duty in such manner and at such times as he or she may be ordered to active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might be otherwise entitled, and shall not involve any loss of efficiency rating, privileges or pay (RCW 38.40.060). During the period of military leave, the employee shall receive from the Employer his or her normal pay.

5.6. Equipment and Safety

5.6.1. No employee shall be required to operate unsafe or mechanically unsound equipment. An employee shall report unsafe equipment to his or her supervisor for proper disposition or repair.

5.6.2. In the event that an employee has duly reported the occurrence of an unsafe vehicle to his or her supervisor, and in the event that the Employer fails to cause the vehicle to be repaired or made safe within a reasonable period of time, an employee who refuses to drive the vehicle while in an unsafe condition shall not be subject to disciplinary actions arising out of his or her refusal.

5.6.3. All fully commissioned Field Operations Bureau deputies will be provided with a serviceable agency issued ballistic vest. Ballistic vests shall be replaced or reconditioned by the agency based upon the manufacturer's recommendation. Ballistic vest standards shall meet or exceed the minimum state bid requirements.

5.6.4. An employee who is required to work sixteen (16) or more hours in a twenty-four (24) hour period, shall, after the 16th hour, receive a ten (10) hour uninterrupted safety rest period. However, this requirement shall not apply in those cases in which such a ten (10) hour safety rest period cannot be granted for reasons of operational necessity. To the extent the safety rest period overlaps the employee's next regular shift, those hours will be paid without debit to any leave banks.

If, due to operational necessity, and employee is required to work prior to receiving the ten (10) hour rest break, compensation will be at one and one-half (1½) times the regular rate of pay for those hours worked. In the interest of employee safety, the following applies:

a) An employee who can reasonably anticipate working sixteen (16) or more hours under this section, shall, before reaching work hour fourteen (14), notify their supervisor how many total hours they have worked, and

b) an employee shall not schedule any extra work beyond their regular work day that would put them at, or above, the sixteen (16) hour mark.

5.7. Personnel Files

5.7.1. Whenever an entry, in accordance with the Civil Service Rules and Regulations, is made by the Employer into an employee's Civil Service file, a duplicate copy shall be supplied to the employee as soon as reasonably practical.

5.8. Special Assignments

5.8.1. All appointments to a special assignment shall be open for employee request for appointment prior to the Sheriff filling or reassigning personnel to the particular assignment. The opening shall be posted for at least fourteen (14) calendar days, unless precluded by operational necessity.

5.9. Civil Liability

5.9.1. Where the employee has acted in good faith and within the scope of employment with Lewis County, and has not willfully committed acts or omissions which are wrongful, the employee may, subject to RCW 4.96.041, and in accordance with the procedures adopted from time to time by the Employer through County resolution, make a written request for indemnity and defense.

5.9.2. In all such instances, the Employer shall provide legal representation for the employee and the employee's marital community in defense of allegations of acts or omissions in the performance of the employee's official duties, and where the Employer has undertaken or should have undertaken representation, the Employer shall pay any monetary judgment awarded against the employee and the employee's marital community.

5.9.3. As used in this section 5.9, the term *employee* includes a former employee of Lewis County.

5.10. Accrued Leave Transfer

5.10.1. Any employee with more than one (1) year of service with the Employer may transfer a portion of their accrued vacation to another employee with one (1) year of completed service with the Employer. This transfer is contingent upon approval of the employee authorizing and the employee receiving the transfer.

5.10.2. No employee may transfer vacation to another if such transfer would leave the transferring employee less than forty (40) hours of credited leave in his or her bank. The receiving employee shall be limited to a maximum receipt of hours each month equal to the average number of hours the employee worked prior to his or her disability or illness.

5.10.3. The employee transferring the leave shall authorize the transfer in writing. Copies of the written authorization shall be provided to the Employer and the Auditor's Office for payroll purposes. This voluntary transfer of leave time, once authorized, is final, provided that should the receiving employee not use the transferred leave time due to death, illness recovery, or separation from employment, that transferred leave time, shall revert back to the transferring employee. The hours transferred shall be converted to dollars at the hourly rate of pay for the transferring employee. Once transferred, they shall be reconverted to hours based on the receiving employee's hourly rate of pay. This process shall be reversed in cases of a return of time.

5.10.4. The transfer of leave time shall only occur if the receiving employee or a dependent of the employee is suffering from an injury, illness or disability preventing the employee's return to work or requiring the employee's attendance and that employee has exhausted all of their accumulated sick leave, vacation, floating holiday, compensatory time, or other leave with pay to which that employee is entitled.

5.10.5. Transfer of leave time may also be used for any employee whose immediate family member i.e., spouse, child or other non-pecuniary household member, suffers from a catastrophic injury, illness or other disability preventing the employee from returning to work and the employee has exhausted all of his/her accumulated leave time to which they are entitled.

5.10.6. Transferred time must be used within ninety (90) calendar days following the date of transfer. Any and all transferred time is expressly excluded from termination leave pay-off provisions.

5.11. Drug and Alcohol Policy

5.11.1. The recognized Drug and Alcohol Policy applicable to this bargaining unit is set forth in, Chapter 01.15 of the Lewis County Sheriff's Office Policy and Procedures Manual. Any future modifications to this negotiated policy shall be considered a mandatory subject of bargaining.

5.11.2. As outlined in the policy, an employee shall have access to the Employer provided Employee Assistance Program (EAP). Any costs associated with the EAP shall be borne by the Employer. In the event that the health insurer discontinues the EAP in whole or in part, or the Employer selects a new carrier which has a different EAP or which offers no EAP, the Employer shall incur no liability pursuant to the present section 5.11.2.

5.12. Training Reimbursement

5.12.1. As a condition of hiring, any deputy who voluntarily terminates his/her employment within three (3) years (two (2) years for lateral new hires) after the date of commencement of his/her full-time employment will be required to reimburse the County for expenses incurred during the hiring and training process.

The dollar amount of obligated reimbursable expenses for a new deputy (entry-level and lateral) will be detailed on the deputy's respective Final Offer of Probationary Employment.

6. COMPENSABLE HOURS

6.1. Hours of Work

6.1.1. The normal work week shall consist of five (5) eight (8) hour days with two (2) consecutive days off, or four (4) ten (10) hour days with three (3) consecutive days off, or a 10.40 (ten hour and forty minute) shift consisting of five (5) consecutive work days with four (4) days off, five (5) consecutive work days with four (4) days off and five (5) consecutive work days with five (5) days off. Determination of a 4-10 shift, 10.40 shift, or a 5-8 shift shall be subject to discretionary determination by the Sheriff, or his designee.

The requirement of consecutive days off may not apply during normal shift rotation or when the Employer directs overtime service during that period. In special situations which require additional shift coverage the Employer may adjust an employee's shift up to two (2) times per year, if an employee is required to adjust his/her schedule over two (2) times in a year, all hours worked outside the regular schedule shall be paid at the applicable overtime rate. Notwithstanding the foregoing, an alternate shift schedule may be made by mutual agreement of the Guild and the Employer.

6.1.2. Shift Adjustments: An employee shall be provided with forty-eight (48) hours notification prior to adjusting the employee's scheduled start time. Individual employees may waive the forty-eight (48) hour notice. Mandated changes of less than forty-eight (48) hours shall result in payment of overtime wages for all hours worked outside of the employee's regularly scheduled shift. No shift adjustment may be made if the adjusted start time is within ten (10) hours of the end time of the previous shift unless mutually agreed upon between the Employer and employee.

6.1.3. Notwithstanding any other provisions of this section 6.1, the Memorandum of Understanding between the parties currently in effect concerning shift scheduling shall continue in effect for the duration of this Agreement, unless terminated earlier pursuant to the provisions of its paragraph 6.

6.2. Overtime

6.2.1. Any work performed in excess of forty (40) hours per week, eight (8) or ten (10) hours per day, depending on the employee's assigned shift, or work performed on a regularly scheduled day off shall be paid at the rate of time and one-half the regular rate of pay, or paid in the form of compensatory time off in accordance with the compensatory time provisions of Article 6.5. Paid leave shall count as hours worked for the purposes of determining overtime liability. All overtime shall be authorized by the employee's supervisor and approved by the Sheriff's designee.

6.2.2. The eight (8) or ten (10) hour threshold may be adjusted upon mutual agreement of the Employer and the affected employee.

6.3. Shift Differential

6.3.1. A shift differential of twenty cents (.20¢) per hour shall be paid to those employees who work a shift other than day shift without rotating. Should an employee's normal shift change due to employer direction, shift differential will apply. Notwithstanding the foregoing, shift differential pay shall not be available to:

a) A probationary employee during probation and for the duration of the applicable annual bid cycle; or

b) for an employee whose shift was established by the Employer based upon an upheld or non-appealed disciplinary sanction against that employee; or

c) for an employee who volunteers to work a particular shift; or

d) an employee whose shift assignment is determined by the shift bidding process.

6.4. Working Out of Classification

6.4.1. An employee assigned to work out of classification, in a higher paid classification, for more than three (3) hours of a work day shall be compensated for all hours worked in that higher classification at a rate of one hundred four and five tenths percent (104.5%) of the employee's basic rate of pay.

6.4.2. An employee who is assigned to work out of classification for more than thirty (30) consecutive calendar days shall receive compensation and benefits, pertaining to such higher classification.

6.4.3. It shall be the employee's responsibility to notify the employer of claim for this pay by means of the applicable monthly time card. Claims not noted on the time card within thirty (30) days of accrual shall be void.

6.5. Compensatory Time

6.5.1. An employee may elect to accrue compensatory time in lieu of receiving overtime wages. Compensatory time shall accrue at the rate of time and one-half for each overtime hour worked and shall be subject to the following conditions:

6.5.2. An employee shall not be allowed to accumulate more than forty-eight (48) hours of compensatory time. Compensatory time is cumulative from year to year to the aforementioned maximum.

6.5.3. With the prior approval of the Employer, an employee may convert to pay all or part of accrued compensatory time, to be paid at the accruing employee's current applicable rate of pay. A request for cash out of accrued compensatory time shall be made in writing, specifying the number of hours to be cashed out, and submitted to the Sheriff, or his designee, for consideration on or before the 20th of the current payroll month.

6.5.4. Compensatory time off may be utilized in one (1) hour increments.

6.5.5. The Employer shall post a monthly balance of each employee's accrued compensatory time.

6.5.6. Scheduling of the taking of compensatory time off is to be by approval of the Sheriff, or his designee. Once scheduled, it may only be denied in the event of an emergency endangering or substantially impairing Employer services to the public, or in situations

which have developed beyond the control of the Employer. Scheduling of compensatory time shall not pre-empt previously scheduled and approved vacation time.

6.5.7. The Employer shall take no retaliatory or unfair discriminatory action against any employee by reason of the employee's choice of compensatory time off.

6.5.8. An employee, who retires, suffers termination of employment, or is laid off, shall be paid by the employer at the ensuing payday for any unused accrued compensatory time at the employee's regular rate of pay. An employee may at any time designate a beneficiary, using the form provided at the time of the designation by the County Auditor's Office. In the event of the employee's death, any unused accrued compensatory time shall be paid to the employee's designated beneficiary (or in the absence of a designated beneficiary, to the employee's estate).

6.6. Call Time

6.6.1. There will be a guarantee of two (2) hour's pay at time and one half the employee's regular rate of pay from time of call-in service. Such guarantee shall be four (4) hours at time and one half the employee's regular rate of pay in the event the employee is on his or her day off at the time of call-in. Any time over such guarantee will be paid for the actual time worked at the applicable hourly rate of pay.

6.6.2. In the event an employee has an approved scheduled vacation day and is called into service, the employee shall be paid at their applicable overtime rate and their vacation bank shall not be debited for the time used prior to the call back.

6.7. Court Time

6.7.1. If an employee is subpoenaed or caused by notice to appear in court for reason of any official duty, all mandated court appearance time shall be compensated by the Employer at the employee's applicable rate of pay. Any compensation received from the court shall be refunded to the Employer.

6.7.2. In civil cases, if the employee is called by a party, other than the Employer, the employee shall be solely responsible for making compensation arrangements with the party calling him or her, and such time in court attendance shall not be paid by the Employer, however, the employee may utilize, subject to compliance with employee leave procedures, accrued annual leave, compensatory time, or time off without pay. All civil case court attendance during the employee's work shift hours shall be subject to debit from accrual leave banks or a leave without pay.

6.7.3. Compensable court time while off duty will be paid at a minimum of three (3) hours at time and one-half the employee's regular rate of pay. Any additional time spent in court or hearing will be subject to pay at the applicable rate of pay. Any part of an hour constitutes one (1) full hour. The hourly minimums shall not apply to hours worked consecutively prior to or after the employee's regularly scheduled hours of work.

6.7.4. The minimums shall be applicable when an employee is directed to appear and in the event a scheduled court case is canceled with less than twelve (12) hours actual notice being provided to the employee. Actual notice shall mean trial cancellation notices will be placed on an employee's message center prior to 1700 the day before the scheduled trial date. As a condition to receive compensation under this article, an employee must have checked his/her message center after 1700 the day before the scheduled trial day, in order to determine whether the employee's presence at trial is needed.

6.8. On-Call Time

6.8.1. There are two "on-call" categories which shall be defined, sanctioned, and compensated as follows:

6.8.2. "**Physical On-Call Status**" This is a full restricted status with an immediate duty to physically respond upon notice, subject to penalty of discipline for failure to do so. This status constitutes "actual working time" and shall be subject to compensation at the applicable rate of pay.

6.8.3. "**Designated On-Call Status**" The Sheriff, or his designee, on a reasonably rotating basis and within appropriate shifts, may direct personnel to assume a status of "on-call". Such a status shall be for a period of time, as the employer shall set. This status does not constitute "actual working time" and not be subject to additional compensation unless the status changes to "actual in service time" under the provisions hereof.

6.8.4. The "on-call" employee shall remain immediately reachable by whatever means available and agreed upon during the designated period. In the event the employer directs, the "on-call" employee shall have a duty, after being contacted, to become physically available within a reasonable period of time. Such employee shall gauge his or her personal conduct while in an "on-call" status in such a manner as to be reasonably able to report to duty within a short period of time.

6.8.5. In the event an employee is engaged into service, "Call-Time" under Section 6.6.1. will be invoked.

6.8.6. The "on-call" employee may transfer the "on-call" status to another agreeable employee upon prior notice and approval of the supervisor. After approval is given, the original "on-call" employee shall promptly confirm the transfer with the new "on-call" employee and with dispatch.

6.8.7. At the discretion of the Employer, an employee may be issued a communication device with the ability to use and answer the same if the employee wishes. There would be no sanction or discipline in the event the employee fails to respond to the call while on

this status. No monetary or other compensation for the employee shall be paid while on this status.

6.9. Rest and Lunch Breaks

6.9.1. An employee shall be permitted, during the course of their shift, to take two (2) fifteen (15) minute rest breaks, all such breaks to be taken as time permits. If the employee fails to take any or all such breaks, for whatever reason, he or she shall have no right to claim any compensation for that time.

6.9.2. Employees, during the approximate mid-point of their shift, shall be entitled to a thirty (30) minute paid lunch break.

7. EMPLOYEE BENEFITS

7.1. Benefit Eligibility

7.1.1. Employees shall receive vacation/sick leave, and medical/dental/vision benefits under the following qualifiers: Employees who are compensated for eighty (80) hours or more in a calendar month shall receive one hundred percent (100%) of all benefits set forth in this agreement; employees with less than eighty (80) compensable hours per month shall have the benefits provided under this agreement prorated; part-time employees with less than twenty-eight (28) compensable hours per month shall receive no benefits. A provisional employee may accrue and use vacation and sick leave while employed, but may not receive remuneration of these benefits upon termination of employment.

7.2. Holidays

7.2.1. The agency shall recognize eleven (11) holidays:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4th
Labor Day	1st Monday of September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	4th Friday of November
Christmas Day	December 25
Gubernatorial Holiday	As declared

Gubernatorial Holiday – Any day declared by the Governor as a special holiday

or day of special observation, on which the majority of Washington State employees are to receive a day off with pay.

7.2.2. Employees assigned to a Detective position will be scheduled to take the holiday off. For the purpose of this section, the holiday off will be the courthouse recognized holiday. If the holidays fall on the employee's regularly scheduled day off, the employee shall be scheduled to take his or her nearest workday off. Another day may be substituted for the holiday during the same workweek with the mutual agreement of the affected employee and the Employer.

7.2.3. An employee scheduled to take the scheduled holiday off pursuant to Section 7.2.2. and who is subsequently called to work on the holiday shall receive one and one half (1 1/2) times his or her straight time hourly rate of pay for all hours worked that day.

7.2.4. An employee assigned to the Patrol Division, a uniformed task force position, Civil, Special Services Coordinator, or Commercial Vehicle Officer (CVO) position shall receive monetary compensation in lieu of the ten (10) holidays, payable as follows:

a) If the employee is on a 5-8 shift the majority of the applicable calendar month, six point six (6.6) hours per month with each completed month of service,

b) if the employee is on a 4-10 shift the majority of the calendar month, eight point thirty-three (8.33) hours per month with each completed month of service.

c) if the employee is on a 10.40 shift the majority of the calendar month, eight point eight nine (8.89) hours per month with each completed month of service.

7.2.5. In lieu of annual floating holidays, each employee shall accrue the following hourly time to his or her vacation bank with each completed calendar month of service:

a) One point thirty-three (1.33) hours, if on a 5-8 schedule the majority of the calendar month.

b) One point sixty-six (1.66) hours, if on a 4-10 schedule the majority of the calendar month.

c) One point seventy-eight (1.78) hours, if on a 10.40 schedule the majority of the calendar month.

7.3. Vacation

7.3.1. All regular employees in the bargaining unit shall accrue vacation in accordance with the following schedule. Eligible part-time employees shall accrue vacation on a pro-rated basis. Vacation leave is accrued but may not be taken until after an employee has completed six (6) consecutive months of employment. Provided, however, the Employer may allow a provisional to use accrued vacation time within the initial six (6) month period. Actual accrual shall be made on a monthly basis.

MONTHS OF COUNTY SERVICE	ACCRUAL RATE HOURS PER MONTH	ACCRUAL RATE HOURS PER YEAR
0-12	8.00	96
13-24	8.66	104
25-36	9.33	112
37-48	9.33	112
49-60	10.00	120
61-72	10.00	120
73-84	11.33	136
85-96	11.33	136
97-108	12.00	144
109-120	13.00	156
121-132	13.66	164
133-144	13.66	164
145-156	14.33	172
157-168	14.33	172
169+	15.00	180

7.3.2. Vacation may be utilized in one (1) hour increments.

7.3.3. In the event that an employee is required to attend court under the provisions of Article 6.7, COURT TIME, and is on vacation at the time, the employee, in addition to pay in accordance with such Section, shall not be charged a vacation day (eight [8] hours or ten [10] hours, whichever is applicable) for the day during which court attendance occurs. Regular days off falling prior to or in the middle of scheduled vacation time shall be considered vacation days for the purposes described in this section. Additional vacation credit may be granted by the Employer upon the showing by the employee of substantial disruption of the employee's vacation caused by necessity of travel. The employee shall be reimbursed for all out of pocket travel and lodging expenses incurred as a result of the requirement of attending court. An employee shall make a reasonable effort at seeking a refund, where possible. At the time the employee is informed of the necessity to appear in court during vacation, the employee shall have the responsibility to inform the Employer of the potential costs to be incurred by the Employer under this section.

7.3.4. An employee desiring to schedule vacation for the ensuing calendar year shall provide a written vacation request to the Bureau Chief not later than December 31st of the current year or not later than thirty (30) days prior to implementation of the new annual shift schedule, whichever is later. The Employer shall approve, reject, or ask for rescheduling not later than January 31st of a vacation year or before the time of implementation of the new annual shift schedule, whichever is later. Second or subsequent requests shall be responded to by the Employer within fifteen (15) days of the date of such written second or subsequent request. Once scheduled and approved, an employee's vacation shall not be changed without mutual agreement of the Employer and employee or unless an emergency exists. The term "emergency" shall not include Employer scheduling errors, trials for non-felonies, or felony trials where no violation of the 60/90 day rule would result. Additional vacation credit may be granted by the Employer upon the showing by the employee of substantial disruption of the employee's vacation caused by the necessity of travel. The employee shall be reimbursed for all out of pocket travel and lodging expenses incurred as a result of the requirement of returning to work. An employee shall make a reasonable effort at seeking a refund, where possible. At the time the employee is informed of the necessity to return to work during vacation, the employee shall have the responsibility to inform the Employer of the potential costs to be incurred by the Employer under this section. On second or subsequent vacation requests, it is the responsibility of the employee to timely notify the court of his/her anticipated vacation. If the employee fails to do so, then there shall be no compensation for vacation interruption.

7.3.5. Not later than August 1, the employee shall have scheduled, during the current calendar year, at least fifty percent (50%) of the employee's annual accrual. As of August 1st, any portion of the employee's annual accrual which is less than fifty percent (50%) may be subject to scheduling by the Sheriff, or designee.

7.3.6. Vacation schedules shall be maintained for the following specific scheduling division assignments: Patrol, Detectives, and Special Services. Schedule conflicts between two same division employees requesting the same available unscheduled vacation time, will be resolved by seniority.

7.3.7. An employee who separates from County employment shall be paid for a prorated portion of accrued days. Annual leave may be accrued to a maximum of three hundred twenty (320) hours subject, however, to potential loss of that portion of the accrual in excess of two hundred forty (240) hours. An employee who retires, suffers termination of employment, is laid off, or in the case of death, the employee's beneficiary or estate, shall be paid by the Employer at the ensuing payday for any unused accrued annual leave, but in any event not to exceed a maximum of two hundred forty (240) hours. Pay will be at the employee's regular rate of pay. If an employee is discharged within the first six (6) months of employment, no accrued annual leave shall be payable.

7.3.8. In the event a scheduled vacation is canceled pursuant to the provisions of 7.3.4., or a vacation request is denied by the Sheriff by reason of operational requirements, and in the event such cancellation or denial impacts the maximum three hundred twenty (320) hour accrual, at the discretion of the Sheriff, the employee shall either be allowed to

accrue above the three hundred twenty (320) hour maximum or will be paid for the excess accrual above the maximum at the employee's applicable straight time rate of pay. In the event that the Sheriff permits the accrual ceiling to be exceeded, the employee must pull back within the three hundred twenty (320) maximum within ninety (90) days of the date of exceeding the maximum, or the employee will be paid back to the three hundred twenty (320) hour maximum. The Sheriff shall have the discretion to reduce such excess accrual by pay any time during such ninety (90) day period. A request for vacation must be submitted to the Employer at least two (2) weeks in advance of the requested start of vacation to invoke this contract provision.

7.3.9. Upon approval of the Sheriff, an employee may opt to be cashed out for all vacation in excess of one hundred twenty (120) hours accrual. Such request must be made in writing to the Sheriff at least thirty (30) days in advance of the proposed cash out payday, which must be a regular payday, and if approved, such cash out hours shall be paid at the next payday at the employee's straight time rate of pay.

7.4. Health and Welfare Insurance

7.4.1. Medical, Dental, and Vision. The Employer shall maintain its present subscription agreement with the Washington Counties Insurance Fund (WCIF) for the purpose of providing the WCIF 500 medical plan, dental, and vision coverage for each employee. The required composite premium, as determined by the WCIP from time to time, for each employee shall be paid to the administrative offices of Benefit Solutions Inc. (BSI).

7.4.2. Maintenance of Benefits. Effective January 1, 2014, a cost share of ninety-seven percent (97%) employer/three percent (3%) employee for medical, dental, and vision premiums shall be applied to the baseline amount of $1,023.87. Any increase in premiums for provided plans above the baseline amount will be paid for at ninety-five percent (95%) by the Employer and five percent (5%) by the employee. All employee contributions will be funded via payroll deduction.

7.4.3. Payments. The Employer will be responsible for paying to Washington County Insurance Fund its monthly contributions and those withheld from employees' wages. Upon Guild request, copies of all transmittals pertaining to benefits under this Section shall be posted on the Guild bulletin board.

7.4.4. Delinquency. If the Employer is delinquent in payments, the Employer shall be liable for the payment of any claims incurred by employees or dependents during such delinquency.

7.4.5. Voluntary Employees' Beneficiary Association (VEBA). Effective January 1, 2016 and ending December 31, 2018, the County will contribute fifty dollars ($50.00) per month to the employee's VEBA plan, under Section 501 (c) (9) of the Internal Revenue Code for each Guild member who is eligible for, and enrolls in, one of the County's Health Insurance Plans as described in subsection 7.4.1 of this Article. The employee shall

make a monthly contribution of $50.00 to said account as voted upon on an annual basis by the Guild in accordance with plan rules.

7.5. Bereavement Leave

7.5.1. Up to three (3) days of bereavement leave shall be granted without any sick leave debit in the case of a death in the employee's immediate family. For purposes of this Section 7.5.1 the term *immediate* family means the employee's spouse, child, sibling, parent, or grandparent, or the employee's spouse's sibling, the employee's spouse's parent, or the employee's spouse's grandparent. When used anywhere in this Collective Bargaining Agreement, the term *spouse* includes an employee's registered domestic partner as defined by Washington law.

Up to three (3) days of bereavement leave shall be granted without any sick leave debit in the case of the death of any other person who is a non-pecuniary resident of the employee's household.

In any instance in which an employee is entitled to bereavement leave pursuant to the foregoing provisions of this Section 7.5.1., that employee also may take up to a further three (3) days of bereavement leave; however, such further bereavement leave shall be debited from the employee's earned sick leave accumulation.

7.6. Sick Leave

7.6.1. With each month of completed continuous employment with Employer, sick leave with pay shall be accrued by each full-time employee at the rate of eight (8) hours. There shall be a maximum accumulation of thirteen hundred twenty (1320) hours. Part-time employees who are employed on a regular basis or on a regular schedule shall entitled under their contract of employment to that fractional part of the sick leave that the total number of hours of employment bears to the total number of hours of full-time employment. Sick leave may be used in half hour increments. Accrued sick leave shall be debited in accordance with actual time of absence due to illness.

7.6.2. An employee may take leave for illness, requiring the employee's attendance, in their immediate family. "Immediate family" shall include only persons related by blood, marriage or legal adoption in the degree of consanguinity of grandparent, parent, wife, husband, brother, sister, child, or grandchild, and any relative living in the employee's household. An employee may use accrued sick leave for maternity or paternity purposes. Any absence for an illness, sickness, disability, or maternity or paternity shall constitute a debit against accrued sick leave, with actual time absent constituting the amount of debit, rounded up to the half hour; however, nothing in this section shall be construed to conflict with any right which a LEOFF I employee may have to recoup debited leave time under State Law.

7.6.3. An employee who takes more than three (3) workday's sick leave for any one illness for self or for illness in the immediate family may be required by the Sheriff, or his

designee, to produce a letter from a medical doctor verifying the illness or necessity of attendance.

7.6.4. At the time of separation from service for any reason (other than just cause termination), employees (except provisional and probationary), or, in the case of death, the employee's designated beneficiary or estate, shall receive remuneration at a rate equal to one (1) hour's current straight time monetary compensation of the employee for each two (2) hours of accrued sick leave, to a maximum of four hundred eighty (480) hours of pay.

7.7. Longevity

7.7.1. For each year of continuous service with this Employer, as measured by the employee's seniority date, the employee shall receive $6.00 per month beginning after completion of the sixtieth month of employment

After five years	30.00 per month
After six years	36.00 per month
After seven years	42.00 per month
After eight years	48.00 per month
After nine years	54.00 per month
After ten years	60.00 per month

and an additional $6.00 per month for each year after ten.

7.8. Uniforms and Equipment

7.8.1. The Employer shall maintain a uniform and equipment account to assure each employee has the necessary uniforms and equipment needed to perform his/her job duties. Employees working a plain clothes assignment shall receive a clothing allowance of five hundred fifty dollars ($550.00) annually. An employee, in order to access such uniform and equipment funds, shall present to the Employer a request for the uniform or equipment which he or she desires to purchase. The employee shall demonstrate to the Employer the need to replace or purchase any item. The Employer shall, upon approval of the request, pay the creditor direct or allow the employee to purchase the item and submit the invoice for reimbursement. Any funds not used during a calendar year shall not carry over to the next calendar year.

7.8.2. For the purpose of this Article, "uniforms and equipment" shall include items on the Agency Approved list and the maintenance of any of those items. Additional items may be added to the list as job demands or conditions warrant. Employees may forward written justification to the Employer for certain items to be added to the Agency Approved List.

7.8.3. An employee upon termination or separation of service for any reason shall immediately return to the Employer any uniforms or equipment, except footwear, obtained from the Employer or purchased from this account.

7.8.4. Each employee shall be personally responsible for appropriate cleaning of such uniforms and equipment; however the uniform account may be used to pay commercial cleaning costs for one (1) uniform per week.

7.8.5. In cases where the bureau chief has denied a request to purchase, a request to place and item on the Agency Approved list, or a request to replace an item under this Section, the employee may request review of the denial by the undersheriff. If the undersheriff concurs with the denial, the employee may submit the request to the Uniform Equipment Fair Wear and Tear Board. The Uniform and Equipment Fair Wear and Tear Board shall be made up of the following individuals: Appointed administrator and Field Operations sergeant picked by the existing sergeants, a deputy picked by the bureau chief, a deputy picked by the bargaining unit, and a bargaining unit shop steward. This board shall review the request and decide on whether to accept or deny the request. The decision of the board will be binding and final on both the Guild and the Employer.

7.8.6. Commute Distance Outside Lewis County. Deputies and sergeants residing outside the boundaries of Lewis County, but issued an assigned agency vehicle, may commute with their assigned agency vehicle 15 road-miles (as defined below) beyond Lewis County boundaries.

Any deputy or sergeant living outside Lewis County and wishing to commute with their assigned agency vehicle must submit a memorandum request for the 15 mile commute variance through their chain of command, which must be approved by the Sheriff, or his designee, before commuting with the agency vehicle is allowed. As part of the memorandum, the employee must delineate an alternate parking location where the vehicle will be left, if their residence exceeds the allotted 15 mile variance. This alternate parking location (e.g., law enforcement office/substation, fire station) must be approved by the Sheriff, and the employee must have written permission by command personnel overseeing the alternate parking location authorizing that leaving the vehicle there is permissible. For any timeframes longer than a week (more than five consecutive days), the employee must make arrangements to leave their assigned vehicle at an approved LCSO office/facility. Relating to this Section, for any agency assigned vehicles being parked outside the boundaries of Lewis County, no weapons, MDCs, uniforms, or ballistic vests may be left in the vehicle while it is not in use.

If compliance with this stipulation is not practical (e.g., lack of approved and secure parking, employee currently resides within a reasonable commute distance), the Sheriff may grant an exception on an individual basis.

For deputies and sergeants residing outside Lewis County, the following shall apply:

a) The method of mileage measurement shall be all season, paved, maintained streets that are generally open, passable, and available to be used by employees

to travel to and from their residence or approved parking location at the beginning and end of each shift twelve (12) months each year.

b) Google Maps or similar website (fastest route) will be the official measurement of the distance from the Lewis County line to the employee's residence or location 15 mile boundary where the assigned agency vehicle will be parked.

c) If an employee claims there is a shorter route over improved public roads not shown by the website used to select the fastest route, the distance shall be verified by the employee's supervisor.

Employees commuting from outside the county shall be required to be in the county, or their geographic area of assignment, at the start and end of their assigned work shift. Employees shall sign in service with radio and travel to the county on off-duty status, but are obligated to take appropriate law enforcement action in the event such action is necessary and unavoidable (e.g., collisions, criminal/criminal traffic violations observed while commuting). When such appropriate law enforcement action is taken:

a) The employee shall go into on-duty status.

b) The employee may elect to be in overtime status for the period of time preceding their normal scheduled shift.

c) The employee would not be entitled to take call-out status.

d) The employee's assigned shift would end at the regularly-scheduled time for that shift.

In such event, the commuting employee shall immediately request assistance from the appropriate on-duty law enforcement personnel for that jurisdiction, and their on-duty status will cease as soon as assistance arrives and relieves the employee of the need to take appropriate law enforcement action. Overtime for court, call-out, etc., for employees residing outside the boundaries of Lewis County shall commence and terminate when they reach the Lewis County line.

In its discretion, management reserves the right at any time to revoke this provision for any deputy and/or sergeant to take their assigned agency vehicle out of Lewis County for commute purposes.

7.9. Educational Incentive

7.9.1. As an educational incentive, each employee who holds an associate degree shall be entitled to an additional three percent (3.00%) each calendar month, each employee who holds a bachelor's degree shall be entitled to an additional five percent (5.00%) each calendar month, and each employee holding a master's degree shall be entitled to an additional seven percent (7.00%) each calendar month.

7.10. Educational Reimbursement

7.10.1. The Employer is desirous of having employees participate in courses and training opportunities to enhance their skills and enable them to advance to other positions. Accordingly, it shall be the Employer's goal to assist full-time, regular employees in the furtherance of this policy by offering a tuition reimbursement program for courses or training at accredited colleges and universities.

7.10.2. To qualify for reimbursement, the employee must make application to, and receive prior approval from, the Sheriff. Such approval shall be at the sole discretion of the Sheriff.

7.10.3. An employee requesting tuition reimbursement must submit a written application showing:

a) The course curriculum description;

b) dates and times of classes;

c) duration of the course;

d) narrative statement of how the course will benefit the Employer, as well as the employee.

7.10.4. If an employee's application is approved, the reimbursement will be for tuition only if and when:

a) The course is completed within six (6) months of approval; and

b) completed with a "pass" in a pass/fail grading system or a grade of "C" or better. The maximum reimbursement per credit will be the cost of a credit charged by Centralia College.

7.10.5. An employee who receives tuition reimbursement agrees to continue to work for the Employer for twelve (12) months following the completion of the course; if not, the reimbursement is pro-rated and the employee authorizes reimbursement to the Employer from the last pay check issued. An employee who is unable to remain in the Employer's employment, due to circumstances beyond the employee's control, shall not be required to reimburse the Employer if the twelve (12) month period is not met.

7.10.6. Reimbursement shall be for actual tuition, or the cost of the course. All other expenses, such as travel and books, shall be borne by the employee.

7.11. Specialty Incentive

7.11.1. Employees who are assigned to K-9, SWAT, Firearms Instructors, or Dive Team shall receive seventy-five dollars ($75.00) each month in addition to their regular salary. Except as provided in 7.11.3, employees are entitled to only one specialty incentive pay listed above.

7.11.2. Employees who are assigned as Field Training Officers or Defensive Tactics Instructors shall receive an additional two dollars ($2.00) per hour added to his or her regular salary while so engaged.

7.11.3. Bilingual Pay - All employees who have been assigned by the Employer to provide conversational language services shall have added to their base pay one percent (1.00%).

a) An employee's ability to speak an approved language conversationally shall be determined by completion of a test selected by the employer at a level of proficiency determined by the Employer. The test is intended to evaluate the employee's ability to participate in basic conversations with routine and repetitive subject matter. The employee shall pay associated test costs to achieve initial qualification.

b) Should an employee fail the test for initial qualification or re-qualification, a period of six (6) months must elapse before retaking the test.

c) Employees must re-qualify to retain the one percent (1.00%) bilingual pay by successfully passing the test once every three (3) years. The Employer will pay the cost of testing for one (1) attempt at re-qualification. Subsequent re-qualification attempts will be at the expense of the employee.

7.12. Death Benefit

7.12.1. In lieu of an Employer paid membership in the National Sheriff's Association (NSA), which provided a death benefit to member employees, the Employer agrees to pay a death benefit upon the death of any employee covered by this agreement. Upon the death of any employee the Employer shall pay to the employee's designated beneficiary or estate an amount equal to one (1) month's pay at the individual employee's rate of pay, provided, however, such amount shall be no less than three thousand dollars ($3000.00). Such payment shall be made on a separate check and shall not be considered wages for time worked.

8. DISCIPLINARY INVESTIGATIONS

8.1. Citizen Complaints

8.1.1. Whenever a citizen complaint is received by the Employer, a determination will be made regarding whether the complaint is criminal or non-criminal. Criminal matters will be forwarded to the appropriate investigating authority.

8.1.2. A non-criminal citizen complaint will not be considered formal until such time as the complaint is reduced to writing. A written complaint may be handwritten by the complainant, typed, taped or otherwise reduced to writing and attested to by the complainant.

8.2. Supervisory or In-House Complaints

8.2.1. Supervisory or in-house complaints of misconduct or policy violation will be looked into by supervisory personnel to determine appropriate facts. The Employer shall attempt to handle the violation at the lowest level of authority appropriate to the violation to assure corrective action.

8.3. Interviews and Hearings

8.3.1. In cases of serious violations, which may result in an un-timed letter, suspension, demotion or termination, the complaint must be forwarded to the administrative staff. The interview of an employee concerning action(s) or inaction(s), which, if proved, could reasonably lead to a written reprimand, suspension without pay, demotion, or discharge for that employee, shall be conducted under the following conditions and procedures:

a) Investigations into allegations of employee misconduct shall be classified in the notice as either a Type I complaint or a Type II complaint. For a Type II complaint, discipline will not be greater than a written reprimand. If notice of a Type I complaint is given, the range of discipline may be any of the disciplinary actions (i.e. corrective action up to and including termination). The notice can be amended at any time during the course of the investigation, provided that an amended notice is provided to the employee and the Guild.

b) The outcome of administrative reviews/internal investigations shall be a finding that is categorized as either "sustained," "not sustained," "unfounded," or "exonerated."

c) At a reasonable time (at least forty-eight hours) in advance of the investigative interview, the employee shall be informed in writing, with a copy to the Guild, of the nature of the investigation; the specific allegations related thereto; and the policies, procedures and/or laws that form the basis for the investigation; and shall be advised that an opportunity to consult with a Guild representative will be

afforded prior to the interview. The employee may waive the forty-eight (48) hour notice in writing only.

d) The requirements of these shall not apply if (1) the employee is under investigation for violations that are punishable as felonies or misdemeanors under law, or (2) notices to the employee would jeopardize the administrative investigation.

e) If a complainant has filed a formal complaint regarding an action or inaction of an employee and the Employer deems further investigation is necessary, the employee shall be provided a copy of the complaint as soon as practical, with a copy forwarded to the Guild.

f) The employee shall have the right to have a Guild representative present during any interview, which may reasonably result in discipline of the employee. The Guild representative may not obstruct or hinder the interview, but he/she can clarify points, ask questions of the interviewee at the conclusion of the investigator's questions or point out pertinent information to assist in gathering facts. The opportunity to have a Guild representative present at the interview or the opportunity to consult with a Guild representative shall not unreasonably delay the interview. However, if the interview begins with the consent of the employee in the absence of a Guild representative, but during the interview the employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the employee shall be allowed a reasonable time in which to obtain a Guild representative.

g) To the extent reasonably possible, all interviews under this Section shall take place at the Sheriff's Office facilities.

h) The Employer may schedule the interview outside of the employee's regular working hours; however, in that event the appropriate overtime payment shall be made to the employee.

i) The employee shall be required to answer any question concerning a non-criminal matter under investigation and shall be afforded all rights and privileges to which the employee is entitled under State or Federal laws.

j) The employee shall not be subject to abusive or offensive language or to coercion, nor shall interviewer(s) make promises of award or threats of harm as inducements to answer questions.

k) During an interview, the employee shall be entitled to such reasonable intermissions as the employee may request for personal physical necessities.

l) All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this Section shall prohibit the Employer

from questioning the employee about information that is developed during the course of the interview.

m) If the Employer tape-records the interview, a copy of the complete tape-recorded interview of the employee, noting the length of all recess periods, shall be furnished the employee upon the employee's written request. If the interviewed employee is subsequently charged with misconduct, at the request of the employee or on its own volition, the Employer shall provide a copy of the recording to the Guild on behalf of the employee.

n) Interviews and Internal Affairs investigations shall be concluded without unreasonable delays. If an investigation cannot be concluded within thirty (30) days of its commencement, notification will be provided to the employee and the Guild with an explanation for the delay, along with an estimated completion date. The granting of extensions shall not be unreasonably withheld.

o) The employee and the Guild shall be advised promptly, in writing, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.

8.3.2. A pre-disciplinary hearing shall be held by the Employer in cases in which the complaint is believed to be valid and sanctions are anticipated. Such hearing shall be scheduled within fourteen (14) calendar days of the supervisor's completed investigation. Should additional investigation be required before a hearing can be set, the involved employee(s) shall be notified in writing of the delay and the expected completion date. The employee shall receive written notification at least seventy-two (72) hours prior to the pre-disciplinary hearing. The Employer, and Employee may mutually agree to waive the (72) hour notification requirement. The written notification shall provide the following information:

a) The basis of the alleged infraction;

b) the applicable policies/rules/directives alleged to have been violated;

c) advice to the employee of his or her right to Guild representation during the hearing;

d) a copy of the complete investigation (upon written request of employee).

8.3.3. Discipline may only be imposed for just cause.

8.3.4. A pre-disciplinary hearing shall be conducted during the employee's normal work hours unless the urgency to resolve the complaint dictates otherwise. If the employee is working a shift other than day shift, the pre-disciplinary hearing will be held as close as practical to the employee's normal work hours.

8.3.5. The employee may, if the employee wishes, advise the Employer that he or she will not proceed with a pre-disciplinary hearing. Once the Employer has afforded the employee the opportunity of a pre-disciplinary hearing and the employee chooses not to participate, the Employer may proceed with disciplinary action.

8.3.6. When a resolution of any complaint has been reached, the affected employee will be notified in writing of the outcome within fourteen (14) calendar days of the aforementioned pre-disciplinary hearing, not including the hearing date, unless an economic sanction or termination is recommended, in which case the recommendation will be made in writing within fourteen (14) calendar days. A Loudermill Hearing will be provided and a final determination will be made within fourteen (14) calendar days of the issuance of the recommendation, not including the date of issuance. In cases where serious sanctions have been administered, a copy of the discipline folder will be provided, upon employee request, to the employee after final disposition. In cases where a timed letter has been placed into an employee's file, such letter shall be automatically removed from the file upon the expiration of the duration of the notice.

8.3.7. Should the Employer fail to adhere to the timelines set forth in this section regarding the scheduling of hearings or the issuance of resolutions, such matters will be deemed closed and not subject to further redress. It is understood by the parties that due to the nature of certain specific cases that either party may require an extension to the aforementioned timelines to properly investigate or process the matter. The granting of extensions shall be on a case-by-case basis and shall not be unreasonably withheld.

9. GRIEVANCE PROCEDURE

9.1. Purpose

9.1.1. For purposes of this article, a grievance is defined as a dispute or complaint arising under and during the term of this Agreement, involving an alleged misapplication or misinterpretation of an express provision of this Agreement. This grievance procedure shall be the exclusive means for resolving such grievances, except as provided below.

9.1.2. Time limits within the grievance procedure may be waived or extended by the mutual agreement of both parties. If the Guild, on behalf of the employee, fails to act or respond within the specified time limits, the grievance will be considered waived. If the Employer fails to respond within the specified time limits, the grievance shall proceed to the next available step of the grievance procedure.

9.1.3. In matters involving suspension, demotion and termination, the employee or the Guild may elect to process any dispute or question through either the Lewis County Sheriff's Civil Service Commission or through the grievance process.

9.1.4. Election of Remedies. When an employee or the Guild submits a dispute to the grievance procedure for resolution or the Civil Service Commission for review; such

submission shall constitute an election of forums and shall prohibit and bar the employee or Guild from proceeding with that matter in the other forum. In no event shall the employee or the Guild submit the same dispute to both the Civil Service Commission and the grievance procedure.

9.2. Processing Steps

9.2.1. **Step One:** The Guild and/or employee shall submit the grievance in writing to the Undersheriff within fourteen (14) calendar days of the events giving rise to the grievance. The written statement shall include the section(s) of the Agreement allegedly violated, the facts, and the remedy sought. Within fourteen (14) calendar days thereafter, the Undersheriff shall submit an answer in writing to the Guild and employee.

9.2.2. **Step Two:** Should the Guild decide that the reply of the Undersheriff is unsatisfactory; the Guild shall within fourteen (14) calendar days submit the grievance in writing to the Sheriff.

9.2.3. **Step Three:** Any grievance which is not resolved in Step 2, within fourteen (14) calendar days after it is presented to him or her may then be subject to arbitration.

9.3. Arbitration

9.3.1. Within fourteen (14) calendar days of the Employer's receipt of the Guild's request to arbitrate, a representative of the Guild and a representative of the Employer shall meet and attempt to agree on a neutral arbitrator. If unable to reach agreement, they shall request a list of eleven (11) arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). The list shall be limited to arbitrators who are members of the National Academy of Arbitrators from the nearest sub-region.

9.3.2. In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

a) The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change, or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

b) The arbitrator shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except in the presence of both parties and upon mutual agreement.

c) The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Guild, and the employees involved provided the decision does not involve action by the Employer, which is beyond its jurisdiction.

d) Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be sworn and shall be limited to the matters set forth in the written statement of grievance, and shall be subject to cross-examination. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit post-hearing briefs within a time mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the written statement of grievance.

e) Each party shall bear the cost of presenting its own case, including attorney's fees. Both parties shall equally share the cost of an independent arbitrator.

f) Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost shall be shared equally.

g) The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

9.3.3. Arbitration awards or grievance settlements shall not be made retroactive prior to the date of the occurrence or nonoccurrence upon which the grievance is based.

10. EMPLOYEE COMPENSATION

10.1. Salaries

10.1.1. The applicable Salary Schedule is attached to this Agreement as an Appendix.

10.2. Payday

10.2.1. The payday for all work performed in the previous calendar month shall be the fifth day of the following month, but if the fifth falls on a non-work day, i.e. Saturday, Sunday or Courthouse holiday, the payday shall be the first workday preceding the fifth. Earned overtime shall be subject to payment at the pay date following the month in which such overtime was earned.

10.2.2. At the sole discretion of the Employer, and upon sixty (60) days advance written notice to the Guild and the employees in the bargaining unit, an alternate payday may be selected and utilized. Once such alternate payday is established by the Commissioners, it shall remain the payday for the balance of the agreement. Such alternate payday for all work performed in a calendar month shall be the last courthouse working day of the calendar month. Earned overtime and premium pay (holiday, working out of class, etc.) if any, shall be subject to calculation from the 21st of the month to the 20th of the following month, with payment at the pay date next following the period in which such overtime was earned.

10.2.3. A mid-month draw day shall be permitted to the employee to the extent allowed by statute.

10.2.4. If and when the Employer's new payroll system becomes available, the new pay days will be the 10th and 25th of each month; however, prior to implementation, the Employer will provide sixty (60) days written notice to employees. When the aforementioned goes into effect, compensation for time from the 1st of the month through the 15th shall be paid on the 25th, and compensation for time from the 16th through the end of the month shall be paid on the 10th of the following month. Should the 10th or 25th fall on a non-work day (i.e. Saturday, Sunday, or Courthouse holiday), the payday shall be the first work day preceding the 10th or the 25th. Earned overtime shall be subject to payment in the pay cycle the overtime was earned.

Once the new payroll system is instituted, the provisions in Sections 10.2.1, 10.2.2, and 10.2.3 will no longer apply and will be considered cancelled.

11. SENIORITY

11.1. Seniority Standing

11.1.1. Unless otherwise provided, each employee shall have seniority standing equal to such employee's continuous length of service with this Employer. When employees have the same seniority date, ties shall be broken by the level of placement on the Civil Service hiring list, with the higher list position resulting in the highest seniority placing. Seniority of current members of the bargaining unit are set forth in Appendix A to this Agreement.

11.1.2. Seniority shall be terminated by separation from County employment whether by discharge or resignation. Seniority shall be adjusted by the duration of absence in cases of Employer granted leave of absence, however, the Employer, at the Employer's sole discretion, may grant continuance of seniority in the case of a leave of absence for educational purposes. An Employer granted leave of absence due to illness and/or disability shall not result in an adjustment of the employee's seniority date.

11.2. Layoff

11.2.1. Employees shall be laid off in reverse order of his or her date of hire within the Field Operations Bureau. Employees laid-off shall be recalled in reverse order of their layoff, i.e., last laid-off, first to be recalled.

11.2.2. The Field Operations Bureau shall include the following classifications: Trainee Deputy, Deputy, Detective, Sergeant, and Lieutenant.

11.3. Shift Assignment

11.3.1. When rotating shifts are set by the Employer, the Employer will make a good faith effort to respect the seniority of deputies when making shift assignments. This provision is subject always to the Sheriff's management right and responsibility to protect public safety and ensure effective and efficient operating needs of the Lewis County Sheriff's Office.

11.3.2. When non-rotating shifts are set by the Employer, employees shall bid for preferred shifts by seniority based upon date of rank within the Operation Bureau. Shift bidding shall be conducted separately within each job classification. "Non-rotating" shall mean a period of time of annual or greater rotation.

12. USE OF NON-BARGAINING UNIT PERSONNEL

12.1. Limitations

12.1.1. All available paid overtime service due to regular employee staffing absence, due to sickness, vacation, training or other leave, shall be offered to qualified bargaining unit employees prior to offering the same to any other non-bargaining unit individual. For the purpose of this article, "offered" shall mean Employer notifying the overtime-scheduling personnel who shall make reasonable effort to determine availability of bargaining unit employees.

12.1.2. For a work assignment other than one governed by Section 12.1.1., or for bargaining unit work other than where the deputy is to be the primary officer on a felony matter, non-bargaining unit personnel may be used at the discretion of the Sheriff, or designee.

12.1.3. It is the intention of the Employer and the Guild that non-bargaining unit personnel be used to supplement the work force rather than supplant the work force.

13. SEVERABILITY

13.1. Repealer in Conflict with Law

13.1.1. In the event that any portion of this Agreement is held contrary to Federal or State statute or law, such portion shall be null and void, provided, however, that negotiations shall be immediately reopened by the parties pertaining only to that portion which is held contrary to law.

14. DURATION OF AGREEMENT

14.1.1. This Agreement shall be effective as of January 1, 2016, and shall remain in full force and effect to and through December 31, 2018.

14.2.1. Either party to this Agreement may inaugurate collective bargaining over any changes desired to be introduced into an extension term of this agreement by giving notice of the substance and instrumental language of the changes by mail to the other party within the following time frame: Guild proposal to be submitted not later than August 31 of the last year of this Agreement; Employer's proposal to be presented not later than September 15 the last year of this Agreement. The first negotiation meeting shall be held not later than October 1 of the last year of this Agreement.

Signed and dated this 25 **day of** January, **2016.**

Lewis County Deputies Guild

Kenneth Cheeseman, President

Dan Riordan, Vice-President

Board of County Commissioners, Lewis

P. W. Schulte, Chair

Gary Stamper, Vice Chair

Edna J. Fund, Commissioner

Attest:

Karri Muir, CMC, Clerk of the Board

LEWIS COUNTY SHERIFF'S OFFICE
Lewis County, Washington

Robert R. Snaza, Sheriff

15. APPENDIX A - SENIORITY DATES

15.1. Seniority Dates: This appendix is intended to set forth and accurately reflect the employee's respective date of hire and date of rank for application under this Agreement. The seniority listing is reflective of employees employed at the time the contract was placed in force and is not intended to be inclusive of all employees employed during the term of the Agreement.

EMPLOYEE	DATE OF HIRE	DATE OF RANK
Kenneth F. Cheeseman	12/16/82	04/01/90 Sergeant
Fredrick M. Wetzel	09/01/86	09/01/86 Corrections Officer 06/16/88 Deputy 01/24/02 Sergeant
Thomas A. Callas	12/15/88	
Robert L. Nelson	08/01/94	
Alan C. Stull	05/12/97	01/03/06 Sergeant
Kevin M. Engelbertson	09/08/97	
Jason M. Mauermann	05/03/99	
Jeffrey R. Godbey	02/01/00	
William D. Adkisson	05/01/00	
Richard B. Van Wyck	09/24/01	
Jeffrey S. Humphrey	09/24/01	
Gabriel J. Frase	04/30/02	
Kevin M. Anderson	05/01/02	
Daniel J. Riordan	05/20/02	
Christopher J. Rubin	03/26/02	03/26/02 Corrections Officer 11/12/02 Deputy
Curtis B. Spahn	01/03/05	
Jamey C. McGinty	09/06/05	
Brady P. Taylor	03/06/06	
Jeremy A. Almond	05/15/06	
Timothy N. English	10/09/06	
Mathew D. Schlecht	03/05/07	
Tyson T. Brown	08/08/11	
Michael A. Mohr	10/21/13	
Justin R. Rodgers	11/01/13	
Scott C. Ferguson	09/02/14	
Skylar W. Eastman	12/01/14	
Ezra N. Andersen	02/2315	
Justin L. Kangas	02/24/15	
Stephen P. Heller	06/01/15	
Jeffrey D. Allen	12/01/15	

15.2. Those employees having the same seniority date are listed in order as determined by his/her placement on the Civil Service Hiring List.

16. APPENDIX B - SALARY SCHEDULES

16.1. 2016 Salary Schedule

Represents a two and a half percent (2.5%) wage adjustment over wages effective December 31, 2015.

Classifications	
Lieutenant	6467
Detective Sergeant	6200
Sergeant	5933
Detective	5662

Classification	Step I	Step II	Step III	Step IV	Step V	Step VI	Step VII
	12m max.	12m	12m	12m	12m	12m	Thereafter
Trainee Deputy	4399						
Deputy Sheriff	4399	4588	4777	4968	5161	5287	5418

16.2. 2017 Salary Schedule

Represents a two and a half percent (2.5%) wage adjustment over wages effective December 31, 2016.

Classifications	
Lieutenant	6629
Detective Sergeant	6355
Sergeant	6081
Detective	5804

Classification	Step I	Step II	Step III	Step IV	Step V	Step VI	Step VII
	12m max.	12m	12m	12m	12m	12m	Thereafter
Trainee Deputy	4509						
Deputy Sheriff	4509	4703	4896	5092	5290	5419	5553

16.3. 2018 Salary Schedule

Represents a two and a half percent (2.5%) wage adjustment over wages effective December 31, 2017.

Classifications	
Lieutenant	6795
Detective Sergeant	6514
Sergeant	6233
Detective	5949

Classification	Step I	Step II	Step III	Step IV	Step V	Step VI	Step VII
	12m max.	12m	12m	12m	12m	12m	Thereafter
Trainee Deputy	4622						
Deputy Sheriff	4622	4821	5018	5219	5422	5554	5692

16.4. Detective, Sergeant, and Lieutenant Salaries

16.4.1. The above listed classifications are compensated as follows: Detectives receive one hundred four and five tenths percent (104.50%) of Step VII Deputy wages, Sergeants receive one hundred nine and five tenths percent (109.50%) of Step VII Deputy wages, the Detective Sergeant supervising Detectives shall receive one hundred nine and five tenths percent (109.50%) of Detective wages, and Lieutenants receive one hundred nine percent (109.00%) of Sergeant wages.

16.5. Step Advancement Qualifiers

16.5.1. Upon successful completion of his/her Field Training Program, and approval from the Lewis County Civil Service Commission, a Trainee Deputy shall be appointed to Deputy Sheriff and placed on Step II. A Trainee Deputy is not required to complete his/her full twelve (12) month probationary period prior to being advanced to Deputy Sheriff. Increases in pay steps shall occur every twelve (12) months from his/her deputy appointment date, not from the original date of hire.

16.5.2. Upon twelve (12) months consecutive service with the Employer in a designated classification, a Step II employee shall be placed on Step III.

16.5.3. Upon twelve (12) months consecutive service with the Employer in a designated classification, a Step III employee shall be placed on Step IV.

16.5.4. Upon twelve (12) months consecutive service with the Employer in a designated classification, a Step IV employee shall be placed on Step V.

16.5.5. Upon twelve (12) months consecutive service with the Employer in a designated classification, a Step V employee shall be placed on Step VI.

16.5.6. Upon twelve (12) months consecutive service with the Employer in a designated classification, a Step VI employee shall be placed on Step VII.

16.5.7. The Employer, at the Employer's sole discretion, may start new hires, other than Trainee Deputies, at any step of the salary schedule depending on the employee's experience and job qualifications.

16.6. Computation of Hourly Rates of Pay

16.6.1. The employee's individual hourly rate of pay, for application under this agreement, shall be computed by multiplying the monthly base salary by twelve (12) and dividing the total by two thousand eighty (2080) hours. For application under this agreement the monthly base salary shall include shift differential, longevity specialty pay, working out of classification and education incentive earned each pay period. Other forms of compensation such as call time, court time, and uniform and equipment allowance are not included in the calculation of monthly base salary.

WASHINGTON TEAMSTERS WELFARE TRUST
SUBSCRIPTION AGREEMENT

COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

The Employer and Labor Organization below are parties to a Collective Bargaining Agreement providing for participation in the above Trust. An enforceable Collective Bargaining Agreement must exist as a condition precedent to participation in the Trust.

Lewis County Prosecutors	Teamsters Union Local 252
Employer Name	Labor Organization (Union) Name
360 NW North Street	217 East Main Street
Address	Address
Chehalis WA 98532	Centralia WA 98531
City State Zip Code	City State Zip Code

COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: 01/01/2015 to: 12/31/2015

☐ New Account ☒ Renewal — Account No. 126875 Approximate No. of Covered Employees 10

INFORMATION CONCERNING EMPLOYER'S BUSINESS

Employer EIN (Tax ID No.) 91-6001351

Employer is: ☒ Public Entity ☐ Corporation - State of WA ☐ Partnership ☐ Sole Proprietorship ☐ LLC

If Partnership or Sole Proprietorship, provide name/s of the owner or partners: _____

BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

The Collective Bargaining Agreement provides that contributions will be made to the Trust on behalf of all employees for whom the Employer is required to contribute under the Trust Operating Guidelines for the purpose of providing such employees and their dependents with the following benefit plan(s): (The undersigned parties acknowledge the receipt of a copy of the Trust Operating Guidelines which by this reference are made a part hereof.)

COVERAGE IN BARGAINING AGREEMENT *(For renewals, list all coverages, not just changes)*		Monthly Rate
Medical Plan	☐ A ☐ B ☒ C ☐ Z	$846.90
Life/AD&D	☐ A - $30,000 Employee/$3,000 Dependent ☐ B - $15,000 Employee/$1,500 Dependent ☐ C - $5,000 Employee/$500 Dependent	$
Weekly Time Loss	☐ E - $500 ☐ A - $400 ☐ B - $300 ☒ C-$200 ☐ D-$100	$8.00
Disability Waivers	☐ Additional 9 months Disability Waiver of Contributions - Medical only	$
Domestic Partners	☐ Domestic Partners – Medical	$
Dental Plan	☒ A ☐ B ☐ C	$130.50
Domestic Partners	☐ Domestic Partners – Dental	$
Vision Plan	☒ EXT	$14.90
Domestic Partners	☐ Domestic Partners – Vision	$

Will there be any coverage changes before the Collective Bargaining Agreement's expiration? ☐ Yes ☒ No. If yes, attach a Subscription Agreement for each change.

EFFECTIVE DATE OF CONTRIBUTIONS - *A Subscription Agreement must be submitted in advance of the effective date below.*

Contributions above are effective (month, year) January, 20 15 *based on employment in the prior month.*

***Important:* Coverage is effective in the month following the month in which the contributions are due based on the Trust's eligibility lag month. For example, contributions effective April based on March employment will provide coverage in May.**

EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

Upon expiration of the above-referenced Collective Bargaining Agreement, the Employer agrees to continue to contribute to the Trust in the same amount and manner as required in the Collective Bargaining Agreement until such time as the Employer and the Labor Organization either enter into a successor Collective Bargaining Agreement, which conforms to the Trust Operating Guidelines, or one party notifies the other in writing (with a copy to the Trust) of its intent to cancel such obligation five (5) days after receiving notice, whichever occurs first. The Trust reserves the right to immediately terminate participation in the Trust upon the failure to execute this or any future Subscription Agreement or to comply with the Trust Operating Guidelines as amended by the Trustees from time to time.

For Employer _____ **For Union** _____

Title/Assn Com Chair Date 1/29/16 Title Secretary-Treasurer Date 1/11/16

ELIGIBILITY TO PARTICIPATE IN TRUST

Eligibility for benefits is determined in accordance with the requirements established in the Collective Bargaining Agreement provided such requirements are consistent with the Trust guidelines. To establish eligibility for benefits, Trust guidelines require that eligible employees must have the required number of hours in a month and have the contractually required contributions paid on their behalf. Eligibility will commence according to the Trust's lag month eligibility rule. Eligibility continues as long as the employee remains eligible, has the contractually required number of hours per month, and has the required contributions made. The Trust, however, will not recognize any contractual provision that conditions continued eligibility on having less than 40 or more than 80 hours in a month. Eligibility will end according to the Trust's policy for employees who do not have the required number of hours and contributions in a month and who do not qualify for an applicable extension of eligibility, if any.

Employees of a participating employer not performing work covered by the Collective Bargaining Agreement may participate in the Trust only pursuant to a written special agreement approved in writing by the Trustees. The Trustees reserve the right to recover any and all benefits provided to ineligible individuals from either the ineligible individual receiving the benefits or the employer responsible for misreporting them (if applicable).

REPORTING OBLIGATION AND CONSEQUENCES OF DELINQUENCY

Employer contributions are due no later than ten (10) days after the last day of each month for which contributions are due. The Employer acknowledges that in the event of any delinquency, the Trust Agreement provides for the payment of liquidated damages, interest, attorney fees, and costs incurred in collecting the delinquent amounts.

TRUSTEES' AUTHORITY TO DETERMINE TERMS OF PLANS

The parties recognize that the detail of the benefit plans provided by the Trust and the rules under which employees and their dependents shall be eligible for such benefits is determined solely by the Board of Trustees of the Trust in accordance with the terms of the governing Agreement and Declaration of Trust (Trust Agreement). The Trustees retain the sole discretion and authority to interpret the terms of the Trust's benefit plans, the plans' eligibility requirements, and other matters related to the administration and operation of the Trust and its benefits plans. The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment.

MECHANISM FOR HANDLING CONTRIBUTION INCREASES

The Trustees' authority shall include the right to adjust the contribution rates to support the benefit plans offered by the Trust and to maintain adequate reserves to cover any extended eligibility and the Trust's contingent liability.

The parties recognize that it is the intent of the Trust not to provide employee benefit plans for less than the full cost of any such plan. If the Collective Bargaining Agreement does not provide a mechanism for fully funding the designated benefit plans, the Board of Trustees may substitute a plan then available that is fully supported by the employer's contribution obligations. The disposition of any excess employer contributions will be subject to the collective bargaining process.

ACCEPTANCE OF TRUST AGREEMENT

The Employer and the Labor Organization accept and agree to be bound by the terms of the Trust Agreement governing the Trust, and any subsequent amendments to the Trust Agreement. The parties accept as their representatives for purposes of participating in the Trust the Trustees serving on the Board of Trustees and their duly appointed successors.

Provided, however, that in the event that either Section 2 or 3 of Article VIII of the Trust Agreement is amended to change or modify an Employer's liability as specified therein, such amendment will not be deemed applicable to an Employer until such time as the Employer enters into a successor Collective Bargaining Agreement after the expiration of the Employer's then current Collective Bargaining Agreement.

APPROVAL OF TRUSTEES

This Agreement has been approved by the Board of Trustees of the Washington Teamsters Welfare Trust.

Date _____ _____

Administrative Agent
Washington Teamsters Welfare Trust

the employee will be paid back to the two hundred forty (240) hour maximum. The Prosecuting Attorney shall have the discretion to reduce such excess accrual by pay any time during such ninety (90) calendar day period.

7.4. Health and Welfare Insurance

7.4.1. Effective January 1, 2015, based upon December 2014 hours the Employer shall remit, as outlined in 7.4.2 below, to the Washington Teamsters Welfare Trust, care of Northwest Administrators, on behalf of each employee who received compensation for eighty (80) or more hours in the previous calendar month, the sum required for the following plans:

Insurance Coverage	Premium
Medical – Plan C	$846.90
Time Loss Plan C	$8.00
Dental – Plan A	$130.50
Vision – Extended	$14.90
Total Premiums	$1,000.30

7.4.2. Effective January 1, 2015, the Employer will contribute toward the premiums for the insurance enumerated in Section 7.4.1 a total of nine hundred fifty dollars ($950.00). The employee shall pay the sum required in excess of the Employer's contribution via a monthly payroll deduction. Effective November 1, 2015, the Employer will contribute toward the premiums for the insurance enumerated in Section 7.4.1 a total of one thousand dollars ($1,000). The employee shall pay the sum required in excess of the Employer's contribution via a monthly payroll deduction.

7.4.3. Maintenance of Benefits. The trustees of the Washington Teamsters Welfare Trust may modify benefits or eligibility of any plan for purpose of cost containment, cost management, or changes in medical technology and treatment. In the event premiums are increased, the Employer's contribution shall at all times be one thousand dollars ($1,000) toward the plans outlined in 7.4.1. Those premiums are allocated by agreement of the parties so that dental and vision insurance is fully paid through the Employer's contribution.

7.4.4. Payments. The Employer will be responsible for paying to Northwest Administrators its monthly contributions and those withheld from employees' wages on or before the tenth (10^{th}) day of the month. Upon Union request, copies of all transmittals pertaining to benefits under this Section shall be posted on the Union bulletin board.

7.4.5. Delinquency. If the Employer is delinquent in payments, the Employer shall be liable for the payment of any claims incurred by employees or dependents during such delinquency.

7.4.6. Trust Agreement. The Washington Teamsters Welfare Trust Agreement shall be incorporated herein and deemed part of this Agreement as though fully set forth.

7.4.7 Current Employee enters Prosecutor's Bargaining Unit. Whenever a current Lewis County employee enters into the Prosecutor's bargaining unit from another bargaining unit or from a non-represented position in which health care in provided through the Washington Teamsters Welfare Trust, and where the employee would otherwise have a one-month gap in coverage under the Washington Teamsters Welfare Trust due to the Trust's lag month eligibility rules, the Employer shall be required (with its initial payment to the Washington Teamsters Welfare Trust only) to make a double premium contribution for health care coverage to pay for the normal initial month coverage provided by the Trust as well as the preceding lag month which is not normally covered during an employee's eligibility period when enrolling in health care coverage provided under the Washington Teamsters Welfare Trust. For the purpose of premium cost sharing, the employee shall be responsible for their portion of the premium as set forth in the Collective Bargaining Agreement, excluding the month in which double premium coverage is made. The Employer shall pay entire premium of the second (2^{nd}) contribution.

7.4.8 Insurance Premium "Me Too" Clause. Should the Board of County Commissioners (BOCC) approve an increase in the County contribution toward health insurance premiums for calendar year 2015 for all County non-

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Executive Summary

BOCC Meeting Date:
2016-01-25

Contact:
Archie Smith

Department:
Human Resources

Wording
RESOLUTION TO APPROVE A COLLECTIVE BARGAINING AGREEMENT BETWEEN LEWIS COUNTY DEPUTIES GUILD REPRESENTING THE SHERIFF'S OFFICE OPERATIONS BUREAU (DEPUTIES) & LEWIS COUNTY FOR 2016-2018.

Description
The Collective Bargaining Agreement between Lewis County Sheriff's Office and Lewis County Deputies Guild is being presented for approval by the BOCC.

The contract will be a two year agreement dating from January 1, 2014 – December 31, 2015.

There is a 2.5% wage adjustment for each years.

The employees' Health and welfare benefits remain status quo.

The employer will contribute $50 per employee per month to a VEBA plan for the duration of the contract.

Other issues that were addressed during negotiation were:
- Training Reimbursement for new employees
- Clarification of take-home vehicles.
- Creation of a lateral transfer
- Clarification on scope of recognition and the use of reserve deputies

Basic housekeeping procedures were not listed as changes. These types of items generally are spelling errors, grammatical errors, seniority, and other items of similar nature. Also, clarification of policy is not listed as a policy change or modification since the essence of the policy is still the same.

No management rights were waived or reduced.

Recommendation

Other

Resolution #: 16-030 **BOCC Meeting Date:** Jan 25, 2016

Suggested Wording for Agenda Item: **Agenda Type:** Consent

RESOLUTION TO APPROVE A COLLECTIVE BARGAINING AGREEMENT BETWEEN LEWIS COUNTY DEPUTIES GUILD REPRESENTING THE SHERIFF'S OFFICE OPERATIONS BUREAU (DEPUTIES) & LEWIS COUNTY FOR 2016-2018.

Brief Reason for BOCC Action:

The Collective Bargaining Agreement between Lewis County Sheriff's Office and Lewis County Deputies Guild is being presented for approval by the BOCC.

Submitted By: Smith, Mickiel "Archie" **Phone:** 2747

Date Submitted: Jan 14, 2016

Contact Person Who Will Attend BOCC Meeting: Archie Smith

Action Needed: Approve Resolution

Publication Requirements:

Hearing Date:

Publications:

Publication Dates:

Cover Letter To

Steve Walton
Becky Sisson-Butler
Graham Gowing
Suzette Smith
Wes Rethwill
Rob Snaza

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