BEFORE THE BOARD OF COUNTY COMMISSIONERS OF LEWIS COUNTY, WASHINGTON

RE: RESOLUTION TO APPROVE A COLLECTIVE BARGAINING AGREEMENT BETWEEN LEWIS COUNTY AND TEAMSTERS UNION REPRESENTING THE SHERIFF'S OFFICE CORRECTIONS SERGEANTS FOR 2013	))))	RESOLUTION NO. 12-389

WHEREAS, the Board of County Commissioners, Lewis County, Washington, has reviewed the 2013 Collective Bargaining Agreement between Teamsters 252, representing the Sheriff's Office Corrections Sergeants; and,

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

NOW THEREFORE BE IT RESOLVED that the aforesaid Collective Bargaining Agreement between Lewis County and the Lewis County Corrections Sergeant's represented by Teamsters 252 is hereby approved and the Board of County Commissioners is authorized to sign the same.

DONE IN OPEN SESSION this 10 day of December, 2012.

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY WASHINGTON

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

F. LEE GROSE, Chairman

Civil Deputy, Prosecuting Attorney's Office

P.W. SCHULTE, Member

ATTEST:

Clerk of the Board, Karri Muis

RON AVERILL, Member

SEAL OF LEWIS COUNTY, WASHINGTON BOARD OF COUNTY COMMISSIONERS SINCE 1845

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 Sheriff's Office - Corrections Sgts.	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: 01/01/13 to 12/31/13

☐ **New** Account ☒ Renewal – Account No. **126764** Approximate Number of Covered Employees 5

INFORMATION CONCERNING TYPE OF EMPLOYER'S BUSINESS

Employer is: ☒ Public Entity ☐ Corporation – State of Washington ☐ Partnership ☐ Sole Proprietorship

If employer is a Partnership or Sole Proprietorship please provide name(s) of the owner or partners below:

_____ _____ _____ _____

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	☐ Plan B	☐ Plan C	☐ WT100	$ 1173.35
Life/AD&D Employee Dependent	☐ Plan A $30,000 Life/AD&D $ 3,000 Life	☒ Plan B $15,000 Life/AD&D $ 1,500 Life	☐ Plan C $5,000 Life/AD&D $ 500 Life		$ 4.40
Time Loss Amount	☐ Plan A $400/week	☒ Plan B $300/week	☐ Plan C $200/week	☐ Plan D $100/week	$ 12.00
LTD	☐ Long Term Disability Income Plan				$
Waivers	☒ Additional 9 months Disability Waiver of Contributions – Medical only				$ 11.40
				MEDICAL TOTAL	$ 1201.15
DENTAL	☒ Plan A	☐ Plan B	☐ Plan C		$ 130.50
VISION	☒ Plan EXT				$ 14.90

Will there be any coverage changes before the Collective Bargaining Agreement's expiration? ☐ Yes ☒ No. If yes, attach a Subscription Agreement for each change. **A Subscription Agreement must be submitted in advance of the effective date below.**

EFFECTIVE DATE OF COVERAGE

The contribution rates above are due effective (month/year) **Janury , 2013** based on employment in the prior month.

Note: Coverage is provided using a lag month, therefore coverage is effective in the month following the month contributions are due. For example, contributions due 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. Chief of Staff Date 11/20/12 Title Sec-Treas Date 11/16/12

WASHINGTON TEAMSTERS WELFARE TRUST
SPECIAL AGREEMENT — NON-BARGAINING UNIT EMPLOYEES

This agreement is entered into by and between the Trustees of the Washington Teamsters Welfare Trust (herein termed Trust) and the below referenced Employer.

NAME AND ADDRESS OF EMPLOYER

Lewis County Sheriff's Office
Name
360 NW North Street
Address
Chehalis, WA 98532
City, State, Zip Code

WITNESSETH:

Whereas, it is intended that contributions be paid into the Trust on behalf of certain employees of the Employer who are not covered under the provisions of a collective bargaining agreement with a union party to the Washington Teamsters Welfare Trust and whereas, it is the desire of the parties to enter into a written agreement which sets forth the detailed basis upon which such contributions are to be made, now, therefore, in consideration of the foregoing and the mutual convenants herein contained it is agreed:

Commencing ***01-01-2013*** * based on ***12-2012*** hours, the Employer shall pay into the Washington Teamsters Welfare Trust such amounts as the Trust shall determine from time to time as the monthly contribution required to provide the following benefits:

Type of Coverage	Plans Available	Plan(s) Chosen	Contribution Rate
Medical	A, B, and C	A	$ 1173.35
Life/AD&D	A, B, and C	B	4.40
Time Loss	A, B, C, and D	B	12.00
9-Month Disability Waivers	Medical	Y	11.40
Dental	A, B, and C	A	130.50
Vision	EXT	Y	14.90
Domestic Partners	Medical, Dental, Vision		

Note: Coverage may not exceed highest benefits provided for a participating Teamster unit at this employer.

* Coverage is provided by the Trust in the second month following the month in which employment is rendered except when the employer ceases contributions on an employee's behalf due to resignation, retirement or withdrawal from the Trust. In such cases, coverage terminates at the end of the month the final contribution is made.

ELIGIBILITY THRESHOLD

These payments shall be made respectively for each member of the unit described below who meets the same eligibility threshold and waiting period provisions that apply to the bargaining unit employees of the Employer as specified in the labor agreement covering those bargaining unit employees.

DESCRIPTION OF UNIT

All employees of the Employer who are not otherwise covered by a collective bargaining agreement with any union providing the aforementioned benefits under the Trust for said employees. (Sole proprietors and partners are not eligible to participate).

(Over)

COLLECTIVE BARGAINING

AGREEMENT

BETWEEN

TEAMSTERS UNION LOCAL #252

(Representing Corrections Sergeants)

AND

LEWIS COUNTY SHERIFF'S OFFICE

January 1, 2013 - December 31, 2013

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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 **TEAMSTERS LOCAL UNION NO. 252**, hereinafter referred to as the "Union".

1.2. Purpose

1.2.1. It is the purpose of this agreement to achieve and maintain harmonious relations between the Employer and the Union, 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 Union as the exclusive bargaining representative for those purposes appropriate to the units stated in RCW 41.56 of the classified civil service position of Corrections Sergeant under RCW 41.14.070.

3. EMPLOYEE DEFINITIONS

3.1. Full-Time Employee

3.1.1. An employee regularly scheduled to work forty (40) hours per week or in the alternative one hundred sixty (160) hours per twenty-eight (28) day work cycle and who has completed the twelve (12) month probationary period.

3.2. Part-Time Employee

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

3.3. Probationary Employee

3.3.1. A probationary employee shall be defined as an employee who is serving his or her twelve (12) month probationary period. During such period, a probationary employee's employment status with the Employer shall be strictly "at will".

3.4. Provisional Employee

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

4. UNION SECURITY

4.1. Membership Requirement

4.1.1. The Employer and the Union agree that all present members of the Union 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.

4.1.2. Notwithstanding Section 4.1.1. the Employer and the Union agree that each must safeguard the right of employees to not join the Union, 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 union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union do not reach agreement on such matter, the charitable organization shall be designated pursuant to RCW 41.56.

4.1.3. The Union 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 Union for the purpose of complying with this Article, provided that the action taken is in accordance with such request.

4.2. Check Off of Union Dues and Initiation

4.2.1. Upon receipt of a properly executed authorization card signed by the employee, the Employer shall deduct from the employee's monthly pay all regular union dues and initiation fees uniformly required to maintain the employee in good standing with the Union. Such deductions are to be transmitted to the Union each month. Contributions to charitable organizations based upon a bona fide religious objection to membership in the Union, as set forth in Section 4.1.2., shall be likewise deducted and remitted to the appropriate charity.

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

4.3. D.R.I.V.E. Check Off

4.3.1 At such time the Employer's payroll system will support additional deductions: the Employer agrees to deduct from the paycheck of all employees, covered by this Agreement who provide written authorization for such deductions, all VOLUNTARY contributions to the Democrat, Republican, Independent Voter Education (D.R.I.V.E.) political action committee.

4.3.2 D.R.I.V.E shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a monthly basis for all months worked. The phrase "month worked" excludes any month other than a month in which the employee earned a wage.

4.3.3 The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's pay check.

5. MANAGEMENT RIGHTS

5.1. Customary Functions

5.1.1. 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:

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 employee, determine their qualifications and assign and direct their work;

e) to evaluate employees' performances;

f) to promote demote, transfer, lay off 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; to 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.

5.2. Non-Waiver

5.2.1. 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, or preclude it from exercising the same in some other way not in conflict with express provisions of this Agreement. However, nothing contained in this provision shall be construed to give the Employer the right to make unilateral changes in wages, hours, and working conditions not covered by this agreement.

5.3. Employer Options

5.3.1. The Employer and the Union 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.

5.4. Performance Standards

5.4.1. 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 Union.

6. EMPLOYMENT POLICIES & DUTIES

6.1. Non-Discrimination

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

6.1.2. 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 Union will provide the employee with the name, address, and phone number of the appropriate enforcement agency or agencies.

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

6.1.4. "Domestic Partner" means a party to a domestic partnership registered under the laws of the State of Washington, or a party to a domestic partnership established pursuant to the laws of another State or country and

recognized in Washington law. In each instance, a reference in this contract to *spouse* shall include a domestic partner, where not prohibited by law.

6.2. Mandatory School and Training Sessions

6.2.1. 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.

6.2.2. 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.

6.2.3. The school, training, or certification referred to in Sections 6.2.1 & 6.2.2 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.

6.2.4. 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 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 any productive work during such attendance; and

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

6.2.5. 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 or the Lewis County Jail whichever is closer to the training site.

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

6.3. No Strike Clause

6.3.1. The Employer and the Union 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 Union recognize that the cessation or interruption of the services of the employees is in violation of this Agreement.

6.3.2. During the term of this Agreement, the Union 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.

6.3.3. The Union agrees and all employees agree, it and they 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 interference in any manner or kind whatsoever with any and all operations, facilities or activities of the Employer. The Union 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.

6.3.4. 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

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.

6.3.5. 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.

6.3.6. 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 Union of the alleged breach.

6.4. Jury Duty

6.4.1. An employee 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.

6.5. Military Leave

6.5.1. An 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) workdays during each October 1 through September 30. 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. Any additional leave will be considered under applicable law.

6.6. Equipment and Safety

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

6.6.2. In the event that an employee has duly reported the occurrence of an unsafe vehicle to his 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 refusal.

6.6.3. Ballistic vests shall be made available on a group basis within the jail to Corrections Bureau personnel to draw upon when such personnel are required to handle prisoners outside of the jail facility. Ballistic vest standards shall meet or exceed the minimum state bid requirements, be in size range to reasonably accommodate personnel size needs and shall be replaced based upon manufacturer's recommendations. Consideration for individually fitted vests shall be given based upon an employee's assignment on a case-by-case basis.

6.7. Personnel Files

6.7.1. 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.

6.8. Civil Service Conflict

6.8.1. With respect to questions of hiring, promotion, and non-timed letters of warning, notwithstanding any provisions of this Agreement to the contrary, in the event of conflict between the provisions of this Agreement and the jurisdiction and rules of the Lewis County Sheriff Civil Service Commission, the rules and jurisdiction of such Civil Service Commission shall prevail.

6.8.2. In matters involving suspension, demotion and termination, the employee or the Union may elect to process any dispute or question through either the Lewis County Sheriff Civil Service Commission or through the grievance process outlined in Section 10 of this agreement.

6.8.3. Election of Remedies - When an employee or the Union submits a dispute to the grievance procedure for resolution or to the Civil Service Commission for review; such submission shall constitute an election of forums and shall prohibit and bar the employee or Union from proceeding with that matter in the other forum. In no event shall the employee or the Union submit the same dispute to both the Civil Service Commission and the grievance procedure.

7. DISCIPLINARY INVESTIGATIONS

7.1. Citizen Complaints

7.1.1. 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.

7.1.2. 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.

7.2. Supervisory or In-House Complaints

7.2.1. 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.

7.3. Interviews & Hearings

7.3.1. 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 "Type I" or "Type II." For a Type II investigation, discipline will not be greater than a written reprimand. If notice of a Type I investigation is given, the range of discipline may be any of the disciplinary actions (i.e. documented warning through discharge). 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 Union. The outcome of Type I/Type II investigations shall be a finding that is categorized as either "sustained," "not sustained," "unfounded," or "exonerated."

b. 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 Union, 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 Union representative will be afforded prior to the interview. The employee may waive the forty-eight hour notice in writing only.

c. 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.

d. 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 Union.

e. The employee shall have the right to have a Union representative present during any interview, which may reasonably result in discipline of the employee. The Union 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 Union representative present at the interview or the opportunity to consult with a Union representative shall not unreasonably delay the interview. However, if the interview begins with the consent of the employee in the absence of a Union 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 Union representative.

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

g. 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.

h. 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.

i. 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.

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

k. 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.

l. 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 Union on behalf of the employee.

m. Interviews and Internal Affairs investigations shall be concluded without unreasonable delays.

n. The employee and the Union 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.

7.3.2. 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 seventy-two (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 union representation during the hearing.

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

7.3.3. Discipline may only be imposed for just cause.

7.3.4. 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.

7.3.5. 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.

7.3.6. 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 and submitted to the Undersheriff/Chief of Staff within fourteen (14) calendar days. A Loudermill hearing will be provided and final determination will be 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.

7.3.7. 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.

8. COMPENSABLE HOURS

8.1. Hours of Work

8.1.1. The normal work week shall consist of five (5) eight (8) hour days with two (2) consecutive days off, or, in the alternative, four (4) ten (10) hour days with three (3) consecutive days off, or in the alternative, a work schedule consisting of a twenty-eight (28) calendar day work period (the "7(k) period)"), one-hundred and sixty (160) hour cycle, comprised of three (3) or four (4) twelve (12) hour days with four (4) or three (3) consecutive days off, depending upon the base schedule. The requirement of consecutive days off may not apply during normal shift rotation or when the Employer directs overtime service during that period. Notwithstanding the foregoing, an alternate shift schedule may be made by mutual agreement of the Union and the Employer.

8.1.2. If an employee is placed on a twenty-eight (28) day cycle, one additional day off will be given to each employee and each employee shall be required to participate, as a condition of the receipt of such day off, in one (1) four (4) hour training block each twenty-eight (28) day cycle. Such training shall be contiguous with the employee's regularly scheduled workdays unless the training is a make-up of a mandatory training session. Provided, however, employees shall be guaranteed a minimum of eight (8) hours off between a regular shift and training block.

8.1.3. Absent mutual agreement between the Employer and the majority of the affected employees, each employee shall be scheduled a minimum of twelve (12) hours off during a shift rotation.

8.1.4. Changes in the annual shift schedule i.e. 5-8's, 4-10's or 12 hour shifts, shall be made only after three (3) months written notice is provided to the Union by the Employer. Changes in shift assignments for individuals shall be handled as set forth in Section 8.1.6.

8.1.5. If an alternate work schedule is put in effect, it shall apply to all members of the bargaining unit excluding those in a non-routine custody function. If the Employer elects to change the schedule, all involved will return to the regular work schedule as described in Section 8.1.1.

8.1.6. Shift Adjustments: An employee shall be provided with forty eight (48) hours notification prior to adjusting the employee's scheduled shift. 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.

8.2. Overtime

8.2.1. Any work performed in excess of forty (40) hours per week or eight (8) or ten (10) hours per day, depending on the employee's assigned shift, 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 8.5. All overtime shall be authorized by the employee's supervisor and approved by the Sheriff's designee.

8.2.2. In the event employees are working on the alternate twelve (12) hour work schedule, overtime will be computed based upon any work performed in excess of one hundred sixty (160) hours per twenty-eight (28) calendar day work cycle.

8.2.3. In the event of a staffing absence, which causes a staffing level below the applicable minimum, and there is no sergeant on duty, the Employer shall offer the work opportunity to a sergeant. Should a sergeant not be available, the Employer may fill the vacancy with qualified personnel within established policy guidelines.

8.3. Shift Differential

8.3.1. 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. 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, and/or (d) an employee whose shift assignment is determined by the shift bidding process.

8.4. Working Out of Classification

8.4.1. An employee assigned to work out of classification, in a higher paid classification for at least one (1) hour shall be compensated hour for hour for all time assigned in that higher classification at a rate equal to the employee's basic

rate of pay plus one-half the difference in the employee's basic rate of pay and the lowest rate of pay for the higher classification.

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

8.5. Compensatory Time

8.5.1. 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:

8.5.2. An employee shall not be allowed to accumulate more than sixty (60) hours of compensatory time. Compensatory time is cumulative from year to year to the aforementioned maximum.

8.5.3. 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.

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

8.5.5. The Employer shall make available a monthly balance of each employee's accrued compensatory time.

8.5.6. Scheduling of the taking of compensatory time off is to be by approval of the Jail Administrator or designee of the Jail Administrator. 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.

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

8.6. Call Time

8.6.1. There will be a guarantee of two (2) hour's pay at the applicable overtime rate from time of call-in service. Any time over such guarantee will be paid for the actual time worked at the applicable hourly rate of pay.

8.7. Court Time

8.7.1. If an employee is subpoenaed or caused by notice to appear in court 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.

8.7.2. 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.

8.7.3. 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.

8.7.4. 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. As a condition to the right to receive compensation under this article, an employee must have contacted the Sheriff's trial scheduling personnel between 1600 and 1700 hours on the last courthouse day prior to the trial day, in order to determine whether the employee's presence at trial is needed.

8.8. On-Call Time

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

8.8.2. **"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.

8.8.3. **"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.

8.8.4. 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.

8.8.5. In the event an employee is engaged into service, "Call-Time" under Section 8.6.1. will be invoked.

8.8.6. 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.

8.8.7. 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.

8.9. Rest & Lunch Breaks

8.9.1. An employee shall be permitted, during the course of their shift, to take two (2) fifteen (15) minute rest breaks, except in the case the alternate 12 hour schedule is in effect then employees shall be permitted, during the course of their shift three (3) 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.

8.9.2. An employee, except an employee holding the assignment of Administrative Sergeant or Program Sergeant, shall be entitled to a thirty (30) minute paid lunch break during the approximate midpoint of their shift.

8.9.3. An employee holding the assignment of Administrative Sergeant or Program Sergeant shall be entitled to one-half (1/2) hour non-paid lunch break during the approximate midpoint of their shift. If such an employee is mandated to perform work during a portion of such break, such portion shall be subject to being deemed compensable paid time.

8.10. Specialty Incentive

8.10.1. Employees who are assigned as Field Training Officers, or other department appointed instructors shall receive an additional two dollars ($2.00) per hour added to his or her regular salary while so engaged.

8.10.2. All officers who have been assigned by the Employer to provide conversational language services shall have added to their base pay one percent (1.0%).

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 (1.0%) bilingual pay by successfully passing the test once every three (3) years. The County 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.

9. EMPLOYEE BENEFITS

9.1. Benefit Eligibility

9.1.1. Employees shall receive vacation /sick leave, and medical/dental/vision benefits under the following qualifiers: Employees who are compensated for eighty hours or more in a calendar month shall receive 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 28 compensable hours per month shall receive no benefits.

9.2. Holidays

9.2.1. The Department 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
Floating Holiday (1)	See 9.2.2.

9.2.2. The floating holiday shall be an annual compensatory day off. After eight (8) months of employment, an employee shall inform the Employer fourteen (14) calendar days prior, of desire to have floating holiday. An employee shall schedule the floating holidays no later than September 30 of the calendar year. If not so scheduled, the Employer may schedule.

9.2.3. If an employee is on a regular scheduled day off on a holiday, he shall receive eight (8) hours of straight time pay in addition to his regular salary.

9.2.4. An employee who works on a holiday which, is his/her regular scheduled workday, shall receive time and one-half (1 1/2) for all hours worked that day in addition to his/her regular salary. The holiday is midnight to midnight and the employee shall receive time and one half (1 1/2) pay for actual hours worked falling on the holiday.

9.2.5. The Sheriff may, at his/her discretion, direct that a particular employee(s) take the holiday off. If an employee is given the holiday off, he shall receive his/her regular salary only.

9.2.6. An employee, scheduled to work on a holiday, who takes sick leave for any portion of the work day falling on the holiday, shall receive straight time pay on an hour for hour basis to a maximum of eight (8) hours, plus his/her regular salary. Such employee shall then have the applicable hours debited from his/her sick leave accrual.

9.2.7. An employee whose regular scheduled day off falls on a holiday and who is called to work, shall receive eight (8) hours of straight time pay in addition to his/her regular salary plus time and one-half (1 1/2) for all hours worked during the holiday.

9.2.8. If an employee works on a holiday in excess of his regularly scheduled shift, he shall receive double time for such excess hours.

9.2.9. For the purpose of computation of pay, an employee working shift work shall be compensated for the actual calendar holiday as opposed to the courthouse recognized holiday.

9.3. Vacation

9.3.1. All regular full-time employees 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. Actual accrual shall be made on a monthly basis.

Month of County Service	Accrual Rate Hours per Month	Accrual Rate Hours per Year
1 - 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 - 180	15.00	180
181-240	16.00	192
240+	16.33	196

9.3.1. All regular employees in the bargaining unit shall accrue vacation in accordance with the following schedule: Vacation leave is accrued but may not be taken until after an employee has completed six consecutive months of employment. Actual accrual shall be made on a monthly basis.

9.3.2. Vacation shall be utilized and charged in units of one (1) hour.

9.3.3. In the event that an employee is required to attend court under the provisions of Article 8.7, 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 for the day during which court attendance occurs. 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.

9.3.4. An employee desiring to schedule vacation for the ensuing calendar year shall provide a written vacation request to the Department 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. Conflicts of requested time shall be resolved on the basis of seniority preference within rank. 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 the 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. Not more than one (1) sergeant shall be permitted to be on vacation at the same time. . Exceptions to these ceilings may be granted at the sole discretion of the Jail Administrator.

9.3.5. 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%) shall be subject to scheduling by the Sheriff or his designee.

9.3.6. 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, or is laid off 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. If an employee is discharged or separates within the first six (6) months of employment, no accrued annual leave shall be payable.

9.3.7. In the event a scheduled vacation is canceled pursuant to the provisions of 9.3.4., 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 Employer, 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.

9.3.8. 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.

9.3.9. If an employee's vacation is interrupted by self or family illness as defined in Article 9.5. upon returning from vacation, an employee may apply to the Jail Administrator for consideration of changing a portion of such vacation time to sick leave in lieu of vacation time. Actual hours of use of sick leave must fully comply with all requirements of Article 9.5., and, in addition, the employee shall be required to document such illness by producing a letter from a medical doctor verifying the illness or necessity of attendance. This provision is intended to impose a duty for all hours, not just those in excess of three (3) work days as set forth in Section 9.5.3.

9.4. Health and Welfare Insurance

9.4.1. Effective January 1, 2013, the Employer shall pay 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 for medical, dental, and vision coverage set forth in Section 9.4.2.

9.4.2. Listed below are the applicable medical, dental, and vision coverage including optional add-ons applicable to this bargaining unit.

Insurance Coverage	Monthly Rates Effective January 1, 2013
Medical – Plan A	$ 1173.35
Life and A D & D Plan B	$ 4.40
Time Loss Plan B	$ 12.00
Disability Waiver	$ 11.40
Dental – Plan A	$ 130.50
Vision – Extended	$ 14.90

9.4.3. **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. If premium increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as modified by the trustees, In the event premiums are increased, the Employer's contribution shall at all times be equal to ninety-five percent (95%) paid by the Employer and five percent (5%) paid by the employees based upon the plans outlined in Section 9.4.2; furthermore, such premiums will be reallocated by agreement of the parties so that the dental and vision insurance are fully paid through the Employer's contribution. Employees will be responsible for paying their five percent (5%) coinsurance payment through a payroll deduction.

9.4.4 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 (10th) 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.

9.4.5. 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.

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

9.4.7. The parties agree that this agreement may be opened to negotiate implementation of state mandated access to retiree's medical coverage as such requirements apply to the group.

9.5. Retiree's Health & Welfare

9.5.1. During the term of this agreement employees may, at their option, choose to participate in the Teamsters Retirees Welfare Trust Plan "Plus". The premium cost shall be borne by the employees and funded via a payroll deduction. Should the group elect to participate an amendment setting for the terms for participation shall executed and attached to his agreement.

9.6. Bereavement Leave

9.6.1. Up to three (3) days shall be granted without any sick leave debit in the case of a death of the employee's spouse, child, parent, spouse's parent, grandparent, sibling or spouse's sibling. Up to three (3) days shall be granted without any sick leave debit in the case of a death of any other person who is a non-pecuniary resident of the employee's household.

9.6.2. An employee shall be allowed to utilize up to three (3) days of accrued sick leave for bereavement in the case of death of a member of the employee's "immediate family". Immediate Family" shall include only persons related by blood, marriage, or legal adoption in the degree of consanguinity of grandparent, parent, spouse, brother, sister, child, grandchild, father-in-law, mother-in-law, brothers-in-law, sisters-in-law, as well as any person who is a non-pecuniary resident of the employee's household.

9.6.3. Employees who are permitted to attend the funeral or memorial service of a fellow department employee shall be allowed to take four (4) hours sick leave when such services are held during working hours.

9.6.4. Regular employees may request the right to use additional leave, if necessary, to exceed this three (3) day period. All such additional time shall be charged to accrued vacation, sick leave, accumulated compensatory time, or to leave without pay as a last resort.

9.7. Sick Leave

9.7.1. 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 be 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.

9.7.2. 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.

9.7.3. An employee who takes more than three (3) workdays of 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. With repeated absences or use of sick leave employer can request medical evaluation of the employee at the Employer's cost.

9.7.4. 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 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.

9.7.5. Family Medical Leave Act: Eligible employees shall be allowed to participate in, be subject to, and be entitled to the leave provisions provided by County Resolution 01-183 as amended by County Resolution 02-044. In the event that the provision of the County's Resolution is in benefit level conflict with the Family Medical Leave Act of 1993, and its subsequent amendments, the Family and Medical Leave Act required provisions shall prevail and shall supersede.

9.8. Longevity

9.8.1. For each year of continuous service, beginning with the seventy-third (73rd) month, with this Employer as measured by the employee's seniority date, the employee shall receive longevity pay as described below:

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 six dollars ($6.00) per month for each year after ten (10).

9.9. Uniform and Equipment Allowance

9.9.1 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. 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.

9.9.2. For the purpose of this Article, "uniforms and equipment" shall include items on the Department 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 Department Approved List.

9.9.3. 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.

9.9.4. 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.

9.9.5. In cases where the Bureau Chief has denied a request to purchase, a request to place an item on the Department 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 or designee and two (2) Corrections Sergeants picked by the Union. . 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 Union and the Employer.

9.10. Educational Incentive

9.10.1. As an educational incentive, each employee who holds an associate degree shall be entitled to an additional two percent (2.00%) of his/her base salary each calendar month, each employee who holds a bachelor's degree shall be entitled to an additional four percent (4.00%) of his/her base salary each calendar month, and each employee who holds a Master's degree shall be entitled to an additional six percent (6.00%) of his/her base salary each calendar month.

9.11. Educational Reimbursement

9.11.1. 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.

9.11.2. 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.

9.11.3. 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.

9.11.4. 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;

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.

9.11.5. 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 paycheck 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.

9.11.6. 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.

9.12. Death Benefit

9.12.1. Upon the death of any employee the Employer shall pay to the employee's estate or designated beneficiary 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. Beneficiary designation shall be declared on a County approved form.

10. GRIEVANCE PROCEDURE

10.1. Purpose

10.1.1. 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 outlined in Section 6.8 of this agreement.

10.1.2. Time limits within the grievance procedure may be waived or extended by the mutual agreement of both parties. If the Union, 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.

10.2. Processing Steps

10.2.1. **Step One:** The Union 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 Union and employee.

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

10.2.3. **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.

10.3. Arbitration

10.3.1. Within fourteen (14) calendar days of the Employer's receipt of the Union's request to arbitrate, a representative of the Union and a representative of the Employer shall meet and attempt to agree on a neutral arbitrator or mutually agree to submit the matter to a Public Employment Relations Commission (PERC) staff arbitrator. If unable to reach agreement, they shall request a list of eleven (11) independent arbitrators from the PERC.

10.3.2. 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 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 Union, 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 attorneys' 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.

10.3.3. 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.

11. EMPLOYEE COMPENSATION

11.1. Salaries

11.1.1. The Salary Schedule shall be attached to this Agreement as an Appendix.

11.2. Pay day

11.2.1. The pay day 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.

11.2.2. At the sole discretion of the Employer, and upon sixty (60) days advance written notice to the Union 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 one month to the 20th of the following month, with payment at the pay date next following the period in which such overtime was earned.

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

11.2.4. Payroll Change - 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.

11.2.5. Once the new payroll system is instituted, the provisions in Sections 11.2.1, 11.2.2, and 11.2.3 will no longer apply and will be considered cancelled.

12. SENIORITY

12.1. Seniority Standing

12.1.1. Each employee shall have seniority standing equal to such employee's continuous length of service with this employer, as set forth in Appendix A.

12.1.2. 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.

12.2. Lay Off

12.2.1. In the event of a lay-off of regular employees, such employees shall be laid off in reverse order of seniority. Employees laid-off shall be recalled to their division in reverse order of their lay-off, i.e., last laid off, first to be recalled. It is understood that those serving in appointed positions may utilize his/her seniority to return to a position within the bargaining unit and members who may be laid-off shall also have reversion rights under the guild agreement representing corrections officers.

12.2.2. 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.

12.3. Shift Assignment

12.3.1. When rotating shifts are set by the Employer, the Employer will make a good faith effort to respect the seniority of Sergeants 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.

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

13. NON-BARGAINING UNIT PERSONNEL

13.1. Limitations

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

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

14. SEVERABILITY

14.1. Repealer in Conflict with Law

14.1.1. 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.

15. REORGANIZATION TO DEPARTMENT STATUS

15.1. It is understood between the parties signatory to this Agreement that in the event that a Department of Corrections is developed and put into place as a county agency through the actions of the Board of County Commissioners during the term of this Agreement that this Agreement will prevail in its entirety. The Union and Employer further agree that the Agreement may be opened at the request of either party to accommodate those "housekeeping" items which reflect the changes necessitated by Department status.

16. DURATION OF AGREEMENT

16.1. This Agreement shall be effective as of January 1, 2013 and shall remain in full force and effect to and through the 31st day of December, 2013.

Signed this 10 **day of** December**, 2012.**

11/16/12

Darren L. O'Neil, Secretary Treasurer
Teamsters Local Union No. 252

F. Lee Grose, Chairman
Lewis County Commissioners

P.W. Schulte, Commissioner

Ron Averill, Commissioner

Steven B. Mansfield, Sheriff

Attest:

Clerk of the Board

17. APPENDIX A- Seniority Dates

17.1. Seniority Dates: This appendix is intended to set forth and accurately reflect the employee's respective date of hire 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	Classification	Date of Hire	Date of Rank
Steven W. Clear	Corrections Sergeant	12/15/77	07/27/84
Joyce E. McCoy	Corrections Sergeant	07/22/85	08/10/98
Julie A. Frase	Corrections Sergeant	07/21/97	04/15/02
Ronald D. Anderson	Corrections Sergeant	04/15/97	07/17/05
Trevor S. Smith	Corrections Sergeant	08/29/04	10/10/11

18. APPENDIX B- SALARY SCHEDULE

18.1. 2013 Wages

18.1.1. The Salary Schedule listed below becomes effective January 1, 2013. (Reflects a 2% increase over 2012 wages)

Classification	Step I	Step II
	0-12m	13+m
Corrections Sergeant	$ 4550	$ 4757

18.2. Step Advancement Qualifiers

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

18.3. Computation of Hourly Rates of Pay

18.3.1. 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 and education incentive earned each pay period. Other forms of compensation such as call time, court time, working out of classification and uniform and equipment allowance are not included in the calculation of monthly base salary.

LEWIS COUNTY
Washington's First County

HUMAN RESOURCES OFFICE

Lewis County Historic Courthouse
351 NW North Street, Suite #023
Chehalis, WA 98532-1900

Personnel | Labor Relations | FMLA | ADA | EEO

To: BOCC
From: Mickiel "Archie" Smith
Re: Corrections Sergeants 2013 CBA
Date: December 10, 2012

Summary:

Teamsters Corrections Sergeants Contract, representing the Sheriff's Corrections Sergeants, is being presented for approval by the BOCC. The contract will be a one year agreement dating from 01/01/2013 to 12/31/2013.

For the 2012 calendar year the Employer Health and Welfare percentages were left unchanged. The current monthly employer contribution for medical insurance is $1204.68 and will be $1279.22 beginning 01/01/2013.

There is a 2% COLA for the year and the step increases are provided.

Other issues that were addressed during negotiation are:

- Compensatory time may be accumulated to 60 hours.
- Vacation schedule was changed to the County vacation schedule.
- Vacation scheduling was modified to ensure proper coverage and supervision.

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.

tel: 360.740.1408 | fax: 360.740.1494

Mickiel "Archie" Smith, MSW, SPHR
HR Administrator

Eileen Sherlock, PHR
HR Specialist

BOCC AGENDA ITEM SUMMARY

(Revised 09-16-08)

RESOLUTION #: 12- 389 **BOCC MEETING DATE:** December 10, 2012

SUGGESTED WORDING FOR AGENDA ITEM: **Notice** **X Consent** **Hearing**

Approving the 2013 Collective Bargaining Agreement between Teamsters 252 representing the Sheriff's Office Corrections Sergeants.

BRIEF REASON FOR BOCC ACTION:

Contract negotiations have been completed between the union, employees, and the county.

SUBMITTED BY: Archie Smith **PHONE:** x 2747 **DATE SUBMITTED:** November 27, 2012

CONTACT PERSON WHO WILL ATTEND BOCC MEETING: Archie Smith

TYPE OF ACTION NEEDED:

X Approve Resolution
Approve Ordinance (traffic or other)
Execute Contract/Agreement
Other (please describe): _____

Call for Bids/Proposals
Bid Opening
Notice for Public Hearing *(see publication requirements)

***PUBLICATION REQUIREMENTS:** Notice emailed to Clerk X Not applicable

Hearing Date: _____ (Must be at least 10 days after 1st publication date)
Publish Date(s): _____ (2 weeks for routine budget, property disposal/ auction or vacations) (3 weeks for property lease)

Publications(s): EAST COUNTY JOURNAL CHRONICLE OTHER _____

ALL AGENDA ITEMS:

Department Director/Head: _____
Prosecuting Attorney _____

HR Policy/Personnel Items
HR Administrator _____

Accounting/Budget & Payroll Items
Budget/Fiscal Director: _____
Chief Accountant: _____

Banking or Revenue Items
Treasurer: _____

Fund: _____
Department: _____
Total Amount: $ _____

APPROVALS MUST BE OBTAINED BEFORE SUBMITTING ITEM TO BOCC

CLERK'S DISTRIBUTION OF SIGNED DOCUMENTS:

Send cover letter: _____
(address of recipient) _____
File originals: BOCC mtg folder
File copy: Hearing/Bid Folder

Additional Copies:
_____ _____
_____ _____
_____ _____