COLLECTIVE BARGAINING AGREEMENT

AGREEMENT

Between

LEWIS COUNTY, WASHINGTON
(A Political Subdivision of the State of Washington)

and

LEWIS COUNTY SHERIFF'S OFFICE

as "Employer"

And

LOCAL 1341-S

of the

WASHINGTON STATE COUNCIL
OF COUNTY AND CITY EMPLOYEES

and the

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,

AFL-CIO

as "Union"

January 1, 2014 through December 31, 2014

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1.0 PREAMBLE

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 Local 1341-S of the Washington State Council of County and City Employees and the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union." 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 rates of pay, hours of work and other conditions of work.

2.0 RECOGNITION

2.1 The Employer recognizes the Union as the exclusive bargaining representative for those purposes appropriate to the units stated in RCW 41.56, of all classified civil service positions for all permanent full-time and regularly scheduled part-time employees employed in the Sheriff's Office in the following job classifications: Support Technician I, Support Technician II, Support Supervisor/DEM Planner, Accountant. All other employees, including extra help and temporary employees, are expressly excluded.

2.2 When any new staff support position (full-time or regular part-time) in the Sheriff's Office is created and authorized by the Civil Service Commission, such position shall either be in or out of the bargaining unit depending upon whether the newly created position is consistent with the duties, confidentiality, responsibilities, and general organizational structure of those positions in the bargaining unit. The salary of any new position to be included in this bargaining unit shall be set consistent with Employer policies and state collective bargaining requirements.

2.3 Employment Status

2.3.1 Full-Time Employee: An employee who has successfully completed his or her probationary period, is certified by Civil Service, and who is hired to work at least 40 hours per week.

2.3.2 Part-Time Employee: An employee who is hired to work less than 40 hours per week on a regular basis.

2.3.3 Casual Employee: An employee who is neither a full or part-time employee and is employed to work on a regular or non-regular basis for a specified period of time not to exceed four (4) months. Casual employees are not entitled to benefits. The scope and duration of the work to be performed by a casual employee shall be determined by mutual agreement between the Employer and the Union.

2.3.4 Probationary Employee: An employee who is in a working test period of twelve (12) months during which he/she is required to demonstrate by proficiency the duties required for the position. During probation, employees shall not have access to the grievance procedure regarding discipline and discharge.

3.0 MANAGEMENT RIGHTS

3.1 Customary Functions: 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 employees, determine their qualifications, and assign and direct their work;
e) to evaluate employees' performance;
f) to promote, demote, transfer, lay off and recall to work employees;
g) to set the standards of employee 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 departments, divisions, and all other units of the Employer;
p) to issue, amend and revise policies, rules, regulations, general orders, administrative directives, and practices.

3.2 Non-Waiver: 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, and 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 Employer to negotiate changes in wages, hours, and working conditions not covered by this Agreement.

3.3 Employer Options: 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.

3.4 Performance Standards: 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 employees. No revision of performance standards and/or policies shall be made without prior notification to the Union.

4.0 UNION SECURITY

4.1 As a condition of employment, employees covered by this Agreement shall, within thirty-one (31) days following their first date of employment, become and remain members of the Union and pay the membership dues specified by the Constitution of Council 2.

4.2 Notwithstanding Section 4.1, 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 matters, the charitable organization shall be designated pursuant to RCW 41.56.

4.3 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 or not taken is in accordance with such request.

5.0 CHECK-OFF OF UNION DUES AND INITIATION

5.1 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 Council 2 each month. Contributions to charitable organizations based upon a bona fide religious objection to membership in the Union, as set forth in Article 4, Union Security, shall likewise be deducted and remitted to the appropriate charity.

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

6.0 NON-DISCRIMINATION

6.1 The Employer and the Union agree that they will not discriminate unfairly against any employee by reason of race, creed, age, color, sex, sexual orientation, families with children, national origin, religious belief, marital status, membership or non-membership in a union, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person.

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

7.0 NO STRIKE CLAUSE

7.1 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.

7.2 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, or conditions or obligations of employment.

7.3 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, interruptions, or interferences 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 upon to cross such picket line in the performance of duty.

7.4 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.

7.5 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.

7.6 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.

7.7 The Employer shall not lock out employees in the unit as a consequence of any dispute arising during the duration of this Agreement.

8.0 COMPENSATION

8.1 The salary table for the period January 1, 2014 to December 31, 2014 shall remain at the December 31, 2013 rates as shown on Appendix A.

8.1.1 Cost of Living Adjustment (COLA) "Me Too" Clause. Should the Board of County Commissioners (BOCC) approve a COLA for calendar year 2014 for all County non-represented employees, then AFSCME 1341-S members shall receive the same additional benefit.

8.2 Step Plan-The Step Plan shall continue to apply and shall be as shown in Appendix A. Employees shall advance from step to step at one year intervals.

8.3 The payday for all work performed in the previous calendar month shall be the fifth (5th) day of the following month, but if the fifth (5th) falls on a non-workday, i.e. Saturday, Sunday, or Courthouse holiday, the payday shall be the first workday preceding the fifth (5th). Earned overtime shall be paid at the pay date following the month in which such overtime was earned.

8.3.1 At the sole discretion of the Employer, as manifested by County Commissioner resolution, 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 this 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.

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

8.3.3 Payroll Change: If and when the Employer's new payroll system become 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 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 8.3, 8.3.1, and 8.3.2 will no longer apply and will be considered cancelled.

8.4 Shift Differential: An employee whose assigned shift produces work hours after 6:00 p.m. and/or prior to 6:00 a.m., shall be paid $0.30 per hour shift differential for all hours worked after 6:00 p.m. and prior to 6:00 a.m. Any employee who is temporarily assigned a different shift involving Saturday or Sunday hours between 6:00 a.m. and 6:00 p.m. shall be paid $0.30 per hour shift differential for all hours worked on Saturday or Sunday during the 6:00 a.m. to 6:00 p.m. time frame. The employee shall be responsible for claiming during such pay period such additional pay, upon penalty of loss if not so claimed.

8.5 Longevity Pay: For each year of continuous service beginning with the eighty-fifth (85th) month with this employer, as measured by the employee's seniority date of hire, the employee shall receive longevity pay as described below:

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
Each year after ten years	An additional $6.00 per month

8.6 Work Out of Class: An employee assigned to work out of classification, in a higher paid classification, for more than five (5) hours of a work day shall be compensated

for all hours worked in that higher classification at a rate of 105.0% of the employee's basic rate of pay.

An employee who is assigned to work out of classification for more than thirty (30) consecutive calendar days, shall be issued a Personnel Order directing temporary assignment in a full-time capacity to the higher classification position and shall receive compensation commensurate with the grade/step in the higher classification that provides the employee a minimum pay increase of five percent (5%).

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.

8.7 Bilingual Pay

8.7.1 All employees who have been assigned by the Employer to provide conversational foreign language services shall have added to their base pay one percent (1.0%) per language for all foreign language services.

8.7.2 An employee's ability to speak an approved foreign 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.

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

8.7.4 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.

9.0 INSURANCE AND WORKER'S COMPENSATION

9.1 The Employer shall make available to employees and their dependents an insurance program including medical, dental, vision, life and employee health and accident insurance coverage. This insurance program will be administered through the Washington County Insurance Fund, and for 2014 includes the following:

9.1.1 Medical Insurance: Employees may choose between the following currently available medical plans: WCIF 750, WCIF 1250, WCIF 2000, WCIF 3000 or WCIF High Deductible Health Plan.

9.1.2 Dental Insurance: Dental insurance is available through Washington Dental Service (WDS).

9.1.3 Vision: Vision insurance is currently available through Vision Service Plan (composite plan).

9.1.4 Life Insurance: The Employer will maintain a group life insurance policy that provides twelve thousand dollars ($12,000) worth of coverage for each employee. Employees may add coverage for dependents and/or purchase supplemental life insurance (in amounts determined by the insurance carrier) at their expense.

9.1.5 Employee Health & Accident Insurance: The Employer will maintain a health and accident insurance policy that provides coverage to each employee. Information on the specific benefits provided by this policy shall be provided by the Employer to an employee upon initial employment or upon reasonable request.

9.2 Enrollment in the Employer's insurance programs shall be determined by the individual carrier's window periods provided for that purpose. An employee shall be permitted to change from one available plan to another during the carrier's designated window periods. The Employer will withhold from each employee's wages an amount sufficient to pay the employee's portion of his or her own and any dependent insurance premiums. The Employer shall be responsible for paying its portion of the employee and dependent insurance premiums and the portion withheld from the employee's wages to the insurance carrier.

9.3 Employer and Employee Insurance Contributions

9.3.1 Effective January 1, 2014, except as provided in Section 9.6, the Employer will contribute a maximum amount of $950.00 towards the insurance premiums listed in 9.1 for employees and their dependents.

9.3.2 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 2014 for all County non-represented employees, then AFSCME 1341-S members shall receive the same additional benefit.

9.3.3 Employees will be responsible for paying through payroll deduction any premiums in excess of the Employer's contribution.

9.4 Part-time employees will receive a pro-rated insurance contribution from the employer, calculated by multiplying the contributions available to full-time employees by the percentage of regularly scheduled hours worked by the part-time employee.

9.5 If the County intends to change or modify existing plans in any way, the Union will be notified in writing as soon as this decision has been made and in advance of implementation.

9.6 Nothing in this article shall be interpreted as to prohibit alternative or composite rate plans to be offered if the County so chooses, and upon mutual agreement with the Union.

9.7 The Employer and the Union shall jointly explore the possibility of establishing a Voluntary Employees' Beneficiary Association (VEBA) and a possible means for funding it.

10.0 HOURS OF WORK AND OVERTIME

10.1 The Employer shall assign each employee a work week of either five (5) consecutive 8-hour days or four (4) consecutive 10-hour days, at the Employer's discretion. Other schedules shall be permitted by mutual agreement of the Employer and the affected employee. 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 being a 5/8 or 4/10 arrangement, 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 off provisions of this Agreement. All overtime shall be authorized in advance by the employee's supervisor and approved by the Sheriff's designee.

10.2 Each employee shall be allowed an established unpaid meal period of thirty (30) minutes or sixty (60) minutes, at the Employer's discretion,. No employee shall be required to work more than five (5) consecutive hours without a meal period, unless there is a mutual agreement to waive the meal period. Employees working three (3) or more hours longer than a normal work day shall be allowed at least one thirty (30) minute meal period prior to or during the overtime period.

10.3 Each employee shall be allowed a rest period of fifteen (15) minutes in duration, on the Employer's time, for each half shift of working time. Rest periods shall be scheduled as near as possible to the mid-point of each half shift. No employee shall be required to work more than three (3) hours without a rest period. Where the nature of the work permits an employee to take an intermittent rest period equivalent to fifteen (15) minutes for each half shift worked, scheduled rest periods are not required. If the employee fails to take any or all such rest periods, for whatever reason, he or she shall have no right to claim any compensation for that time.

10.4 Compensatory Time

10.4.1 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:

10.4.2 An employee shall not be allowed to accumulate more than 48 hours of compensatory time. Compensatory time is cumulative from year to year to the aforementioned maximum.

10.4.3 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 straight time 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.

10.4.4 Compensatory time off may be utilized in fifteen (15) minute increments.

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

10.4.6 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.

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

10.5 Notice of Shift Changes: Except in the case of emergency, the Employer shall give forty-eight (48) hours' notice of any changes in shift hours. If such notice is not timely made, all hours worked until the forty-eight (48) hour threshold is met shall be paid at the overtime rate.

10.6 Call Time: An employee who is called in for work during normal off-duty hours, vacations, weekends or holidays shall receive a minimum of two (2) hours' pay at the overtime rate. Any time worked over such guaranteed minimums will be paid at the applicable hourly rate for actual hours worked.

11.0 TRAVEL REIMBURSEMENT

11.1 Reimbursement for reasonable expenses of Employer-mandated travel shall be made to the employee in accordance with current County policy as reflected in resolutions of the Board of County Commissioners, and as the same may be amended in the future.

12.0 UNION BUSINESS

12.1 It is recognized that from time to time it is necessary for Union activities relating to the processing of grievances to be conducted during working hours. A Union representative shall be permitted reasonable time to investigate and process such grievances during working hours subject to permission being granted by the appropriate non-bargaining unit supervisor. Such permission shall generally be granted unless the Union's representative or the grievant is involved in work activity requiring immediate attention, in which case, permission will be granted as soon as reasonably possible. Union representatives shall not interfere with Sheriff's Office activities in investigating any grievance or exercising their rights under this clause.

12.2 Labor/Management meetings shall be held semi-annually or more frequently upon mutual agreement of the parties to discuss issues of mutual concern. Such meetings shall not be in lieu of Article 26, Grievance Procedure. Two bargaining unit members shall be allowed to attend on County time.

12.3 The Union Staff Representative shall be allowed full and free access to the workplace of the bargaining unit employees, provided he/she shall notify the Sheriff or his designee of his/her presence and shall not unduly interrupt the work of employees.

12.4 Negotiations for a successor collective bargaining agreement shall take place at mutually agreed times and places. The Union negotiating team shall consist of its staff representative and three (3) members of the bargaining unit, selected by the Union. Union representatives will be allowed to attend negotiating sessions without loss of pay if those representatives would be on duty when negotiations are scheduled and operational requirements permit. However, at the Employer's discretion and with advance written notice, collective bargaining sessions may be conducted on a split time basis (i.e. half of the bargaining time being paid time, and the other half of the bargaining time being unpaid time). Any such decision by the Employer shall not form the basis at any time that a past practice has arisen conveying to bargaining unit members any right or entitlement whatsoever to pay for time spent in collective bargaining sessions.

12.5 Union Bulletin Boards and Communications

12.5.1 The Employer shall provide suitable space on its premises for a Union bulletin board. The Employer agrees to allow the Union/Staff

Representatives to use designated Union bulletin boards, email via the County system, or interoffice mail to send or post brief messages concerning Union business including scheduling or posting notice of union meetings, Labor/Management meeting notices and minutes, and communications with management and representatives of the Union (including stewards) concerning the administration of the collective bargaining agreement. Union members may utilize the County computer system on a not to interfere basis (i.e. during break time), to access a personal email account for the purpose of voting electronically on a Union issue.

12.5.2 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 or transmitted. Each posting shall be initialed and dated or digitally signed by the union 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).*

13.0 ELECTRONIC MONITORING

This article addresses the use of surveillance and electronic or other monitoring performed on an ongoing basis for the purpose of monitoring workplace productivity, safety and security. This article does not apply to any surveillance and electronic or other monitoring performed as part of any criminal investigation or any internal investigation pertaining to specific employees, provided that reasonable suspicion shall be supplied to the Union Staff Representative upon his/her request.

The Union and employees shall be notified prior to implementation of, or changes to, any forms of surveillance or electronic monitoring proposed by the employer to be implemented on a routine and on-going basis, and the notice shall include the purpose of the monitoring.

Data acquired by electronic monitoring or surveillance systems may be used to evaluate work productivity, compliance with standards of conduct and other job requirements, as the basis for the imposition of discipline, and/or as part of a criminal investigation. In the event that data acquired by surveillance or electronic or other monitoring is used as the basis for any discipline, the employee who is the subject of such discipline and the Union shall have the right to obtain a copy of such data prior to the discipline being imposed. Said data shall not be used as the sole basis for discipline nor shall it be used as the sole basis to evaluate any individual Employee's productivity.

14.0 HOLIDAYS

14.1 Employees of the Sheriff's Office shall receive ten (10) paid holidays:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	
Christmas Day	December 25
Personal Day	Vacation Credit

***Gubernatorial Holiday** – In addition to the above paid holidays, on the occasion the Governor of Washington declares a special holiday or day of special observation, on which the majority of Washington State employees are to receive a day off with pay, employees of the Sheriff's Office will also receive such day off with pay.

14.2 Each current employee shall, as of January 1st of each year, be credited eight (8) hours to their vacation leave bank for their Personal Day. Upon hire, an employee will be credited eight (8) hours to the vacation bank.

14.3 Employees shall observe the County observed designated day of the holiday. An employee who works on an above-named holiday, excluding the floating holiday, shall be paid one and one-half (1-1/2) times their regular rate of pay for all hours worked that day, and shall be entitled to receive an equal number of work hours off, to be taken within ninety (90) calendar days at a time agreeable to employee and Employer. If such time off is not taken by such employee within the ninety (90) days, such time off shall result in pay at the straight time rate. An employee whose regular scheduled day off falls on the designated day of the holiday, excluding the floating holiday, will be entitled to a substitute day off, to be taken within ninety (90) calendar days at a time agreeable to employee and Employer. If such day off is not taken by such employee within such time, such day shall result in pay at the straight time rate. The employee shall be responsible for submitting a claim for straight time pay.

14.4 When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday.

14.5 If any employee is called to work on a holiday that is his scheduled day off, he shall be paid time and one-half plus holiday pay. Where appropriate, the call time minimums of Article 10, Section 10.6 shall apply. When an employee works a

holiday on his regularly scheduled shift, he shall be paid time and one-half plus regular rate of pay.

14.6 Should a conflict arise between the provisions of Sections 14.3 and 14.4 of this Article, the provisions of Section14.4 shall apply.

15.0 VACATION

15.1 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 (6) consecutive months of employment. 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	8.50	102
13-24	8.50	102
25-36	9.00	108
37-48	9.50	114
49-60	10.66	128
61-72	10.66	128
73-84	11.00	132
85-96	11.50	138
97-108	12.00	144
109-120	12.66	152
121-132	12.66	152
133-144	13.00	156
145-156	13.50	162
157-168	14.00	168
169-180	14.50	174
181-192	14.50	174
193-204	15.00	180
205-216	15.50	186
217-228	16.00	192
229+	16.33	196

15.2 Vacation shall be utilized and charged in hourly increments.

15.3 Vacation Scheduling

15.3.1 In October of each year, employees shall have the opportunity, by seniority within their respective Bureau, to schedule their vacations for the upcoming year. Once the employee's vacation is scheduled and approved, such shall not later be bumped by a more senior employee.

15.3.2 The schedule shall be circulated again in November. Employees scheduling and approved in November may not later be bumped by more senior employees.

15.3.3 After January 1st, employees shall schedule vacation on a first-come, first-served basis regardless of seniority.

15.3.4 Not later than August 1, the employee shall have scheduled, during the current calendar year, at least one-half of the employee's annual accrual. As of August 1, any portion of the employee's annual accrual which is less than one-half may be subject to scheduling by the Sheriff or his designee. Once scheduled, 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.

15.4 All vacation scheduling shall be subject to approval of the Sheriff or his designee.

15.5 Vacation Transfer. Any regular full-time or part-time employee with more than one (1) year of completed service in an established and budgeted position may transfer a portion of their accrued annual leave to another regular full-time or part-time employee with more than one (1) year of completed service in an established and budgeted position. This transfer is contingent upon approval by the Employer and/or designee for both the employee authorizing and the employee receiving the transfer. The transfer is further restricted for the purposes of catastrophic or extended illness.

No employee may transfer annual leave time to another if such transfer would leave the transferring employee less than forty (40) hours of credited annual leave. The receiving employee shall be limited to a maximum receipt of four hundred eighty (480) hours annually.

The employee transferring the annual leave time shall authorize the transfer in writing. Copies of the written authorization shall be provided to the Employer and/or his designee 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 annual leave due to death, illness recovery, or separation from employment, the transferred leave shall revert back to the transferring employee. Annual leave time transferred by qualifying employees shall be transferred in increments equal to the number of hours in the workday of the employee transferring the leave time. The hours transferred shall be converted to dollars at the 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 reversion of time.

The transfer of annual leave time shall only occur if the receiving employee is suffering from a catastrophic illness or extended illness or injury preventing the employee's return to work and the receiving employee has exhausted all of their accumulated annual leave time, sick leave time, compensatory leave time, and other leave with pay to which that employee is entitled.

Transfer of leave time may also be used for any employee whose immediate family (i.e. spouse or child) suffers from a catastrophic or extended illness or injury requiring the employee's presence, provided the receiving employee has exhausted all of their accumulated annual leave time, sick leave time, compensatory leave time, and other leave with pay to which that employee is entitled.

Transferred annual leave hours must be used within one hundred twenty (120) calendar days following the date of transfer. Any and all transferred annual leave is excluded from termination annual leave pay-off provisions.

15.6 Employees who separate from County employment shall be paid for a pro-rata 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, terminates 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.

15.7 Upon approval of the Sheriff, an employee may opt to be cashed out for all vacation in excess of 120 hours accrual. Such request must be made in writing to the Sheriff at least 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.

16.0 JURY DUTY

16.1 Employees shall be allowed time off without loss of pay for serving on jury duty. Any compensation (except meal expense and mileage) received by the employee from the court for performing such service shall promptly be refunded to the Sheriff's Office and all employees are required to seek such compensation from the court. Employees shall return to work if released from jury duty. If less than one hour remains on the employee's shift, a supervisor shall be consulted.

17.0 MILITARY LEAVE

17.1 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) working days during each October 1 through September 30. Such leave shall be granted in order that the person may take part in active training duty or active duty in such

manner and at such times as he or she may be ordered to active training duty or active 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 federal law.

18.0 SICK LEAVE

18.1 With each month of completed continuous employment with the Employer, each full-time employee and probationary employee shall accrue sick leave at the rate of eight (8) hours. There shall be a maximum accumulation of one thousand three hundred twenty (1,320) hours. Part-time employees who are employed on a regular basis or on a regular schedule of duration of not less than one year 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 fifteen (15) minute increments. Accrued sick leave shall be debited in accordance with actual time of absence due to illness.

18.2 An employee may take leave for personal illness or illness in his/her immediate family requiring the employee's attendance.

"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 (including adopted children and foster children, a stepchild, a legal ward or a child of a person, in respect of whom the employee stands in loco parentis), or grandchild, or person living in the employee's household who is a non-pecuniary resident of the employee's household. As used in this Agreement, the term "non-pecuniary member of the employee's household" shall mean any person:

a) Whose primary and ordinary place of residence is in the employee's home;
b) who has maintained his/her primary and ordinary residence therein for at least 30 days; and
c) whom the employee does not permit to reside therein solely as a means of deriving economic advantage, or for purposes of receiving or benefitting from that person's services.

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.

18.3 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.

18.4 At the time of separation from service other than for cause, an eligible employee, or in the case of death, the employee's estate or designated beneficiary as described in the Beneficiary Designation form provided by the Lewis County Auditor, 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.

18.5 Any employee who utilized three (3) days or less of accrued sick leave during a calendar year shall, at the employee's option, be able to convert two previously accrued sick leave days to two days of vacation. The converted sick leave to vacation days must be used within the following year or shall be subject to conversion back to sick leave days. Any unused converted days of a separating employee shall likewise be reconverted to sick leave days. To be eligible for this sick leave conversion alternative, the employee must have at least 176 hours of accrued and unused sick leave available at the time of the conversion, and such election to convert must be made in writing during the month of January of the calendar year following.

18.6 Sick Leave Use with Workers' Compensation

18.6.1 During a period of interrupted service for occupational injury or occupational illness, the employee may, at his/her option, be paid from accrued benefits the full difference between Workers' Compensation and the amount the employee would have received for regularly scheduled work. This will be accomplished by making a deduction from accrued sick leave or accrued annual leave in units of at least one (1) hour so long as such accrued leave is available. The employee's election must be timely made so as to provide notice sufficient for the Employer to make necessary payroll deductions.

18.6.2 An employee may elect to use accrued annual or sick leave during the initial three (3) days of a period of absence due to occupational injury or qualifying occupational illness. Should the employee initially elect to use sick leave and later qualify for and receive Workers' Compensation time loss payments which include compensation for this initial three (3) day period of absence, the time loss payment received for the initial period must be credited to the employee's sick leave account.

18.6.3 An employee who suffers an occupational injury and/or qualifying occupational illness is expected to seek, to return to, and it shall be the policy of the Employer to offer, any open and available position in the employee's department for which the employee may be qualified when a physician certifies the employee is able to work in the available position.

Prior to returning to active service, an employee must provide a written certification from a physician that the employee is able to perform his/her usual work, or such available work as may be made assigned by the Employer. Such certification shall be provided to the Sheriff and forwarded to the County Risk Manager prior to the employee's performance of duties. Where applicable, the employee shall retain the seniority date the employee would have had but for the interruption of service.

19.0 BEREAVEMENT LEAVE

19.1 Up to three (3) days leave shall be granted without any sick leave debit in the case of the death of an employee's spouse, child, parent, spouse's parents, 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.

19.2 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, spouse's parents, brother, sister, spouse's siblings, child (including adopted children and foster children, a stepchild, a legal ward or a child of a person, in respect of whom the employee stands in loco parentis), or grandchild, and any other person who is a non-pecuniary resident of the employee's household. As used in this Agreement, the term "non-pecuniary member of the employee's household" shall mean any person:

a) Whose primary and ordinary place of residence is in the employee's home;
b) who has maintained his/her primary and ordinary residence therein for at least 30 days; and
c) whom the employee does not permit to reside therein solely as a means of deriving economic advantage, or for purposes of receiving or benefitting from that person's services.

19.3 Employees who are permitted to attend the funeral or memorial service of a fellow Sheriff's Office employee shall be allowed to take four (4) hours sick leave when such services are held during working hours and as shift coverage allows.

20.0 PARENTING AND FAMILY LEAVE

The following is a summary of rights which County employees may have under various leave programs (in addition to the Leaves already described in this Agreement). Legislation and regulations governing these programs will determine actual leave entitlement in a given situation. Also, these laws and regulations may change from time to time. For further information contact the Lewis County Human Resources office.

20.1 Medical Leave: A medical leave is granted for a serious health condition or pregnancy-related disability. Employees returning from a medical leave may be asked to provide a physician's release to return to work. Pregnancy related disability may result in longer periods of leave. See Pregnancy Disability for more information.

20.2 Family Leave (FMLA) 29 CFR 825: A family leave of 12 weeks, paid or unpaid, is granted for an employee who worked at least 1,250 hours in the past 12 months for:

a) A father's attendance at the birth of a child.
b) A parent's care of a child after birth. See Pregnancy Disability for more information.
c) The placement of a child with an employee for adoption or foster care.
d) A serious health condition of an employee's child (under 18 years, older if disabled).
e) A serious health condition of employee's spouse or parent.
f) A serious health condition that makes the employee unable to perform their job.

20.3 Military Family Leave Provision (FMLA)

20.3.1 Military Caregiver Leave: A spouse, son, daughter, parent, or next of kin may take up to 26 workweeks of leave to care for a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

20.3.2 Qualifying Exigency Leave: Up to 12 weeks may be taken for any qualifying exigency arising out of the fact that a covered military member is on active duty or call to active duty status for a Contingency Operation. The FMLA leave is to address the most common issues that arise when a covered military member is deployed, such as attending military-sponsored functions, making appropriate financial and legal arrangements, and arranging for alternative childcare.

20.4 Eligibility

20.4.1 To be eligible for all family and/or medical leave an employee must be employed by the County at least 12 months and have worked at least 1,250 hours in the 12-month period immediately preceding the start of leave.

20.4.2 Medical leave may require a healthcare provider's certificate as identified in DL Form WH-380.

20.4.3 Military leave may require the certification of Military Orders and completion of WH-384.

20.4.4 Employees who are in need of leave time should meet with their Elected/Director to develop a written plan. This plan should include:

a) Reason(s) for the leave;
b) beginning date of the leave;
c) planned return date.

20.4.5 An unpaid family and/or medical leave can be taken for up to 12 weeks within a 12-month period. Although most leaves are taken in a single block of time, the Elected or Director may approve intermittent leaves or reduced schedules.

20.4.6 Lewis County will continue medical insurance benefits for employees during approved leave. Employees must continue to pay his/her portion of the insurance premium while on leave. Employees must also self-pay to maintain all other group insurance benefits during this leave. Although employment benefits, such as vacation pay, and sick pay will not accrue during unpaid leave, employment benefits previously accrued up to the day that the leave begins will not be lost. However, before being granted unpaid time, all employees must first exhaust available vacation, sick, compensatory time in accordance with Lewis County policy which will run concurrently with FMLA.

20.4.7 Lewis County will attempt to restore the employee to his/her former position when they return. However, there is *no guarantee* that the position will be available. In such a case, the employee will be offered an equivalent job that they are qualified to perform unless the position would otherwise have been eliminated had the employee not been on leave.

20.4.8 If employee and spouse both work for the County, they will together be entitled to a total of twelve weeks or 26 weeks for military care leave under this section.

20.4.9 The amount of medical leave an employee may be entitled to take may be limited by other leaves taken in the twelve months prior to the date on which they request to start a medical leave.

20.5 Pregnancy Disability RCW 49.60/WAC 162.20. Allows employee disability leave due to pregnancy for the period of time before and after childbirth as determined by the Healthcare Provider. There is no minimum employment requirement. The

Healthcare Provider determines when employee can no longer work. After childbirth, the leave is typically 6-8 weeks, but is based on the individual employee's condition. Leave for disability due to pregnancy or childbirth is ***in addition to*** 12 weeks (if qualified) under either FMLA and/or state FLA. When the employee returns from leave, they will be reinstated to their former position or an equivalent position with equivalent pay and benefits, unless the position would have been eliminated if they had not been on leave.

20.6 Family Leave Act RCW 49.78: Covers pregnant employees with **1,250 hours** in past year. Employees will be required to use accrued sick leave, vacation benefits and other paid time off while on leave. Leave for disability due to pregnancy or childbirth, placement of a child with the employee for adoption or foster care, or to care for a family member of the employee, if the family member has a serious health condition; or a serious health condition that makes the employee unable to perform the functions of the position of the employee. The entitlement to leave for the birth or placement of a child expires at the end of the twelve-month period beginning on the date of such birth or placement. Additional or simultaneous benefits may also exist under FMLA for care of a newborn, sick spouse, parent, child, or other personal illness.

20.7 Family Care Act RCW 49.12.265/WAC 296-130: The Family care Act allows workers with available **paid** sick leave to care for a sick child with a routine illness; a spouse, registered domestic partner, parent, parent-in-law, or grandparent with a serious or emergency health condition; and an adult child with a disability. An employer may not discipline an employee for leave taken under this law.

20.8 Domestic Violence Leave for Victims and Family Members RCW 49.76: Employees who are victims of domestic violence, sexual assault or stalking can take reasonable leave from work for legal or law-enforcement assistance, medical treatment or counseling. Employees who are family members may also take reasonable leave to help a victim obtain needed treatment or services. Leave is with or without pay. A family member includes: child, spouse, domestic partner, parent, parent-in-law, grandparent, or person the employee is dating. There are no eligibility requirements. An employee must give advance notice whenever possible.

21.0 MANDATORY SCHOOL AND TRAINING SESSIONS

21.1 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 or his designee.

21.2 Whenever required in the Lewis County Sheriff's Office, or mandated by Washington State Law, each employee shall be responsible for obtaining and maintaining certification for matters required in the office or mandated by law. The Employer shall bear the cost of all certifications and/or training required of such employees.

21.3 The school, training, or certification referred to in Sections 21.1 and 21.2 above shall be mandatory upon each employee, requiring the attendance of such employee whether on his/her off-duty or on-duty time, depending upon when such classes occur.

21.4 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 at the applicable rate.

21.5 On a volunteer basis and with authorization of the employer, an employee may attend any seminar, school or class for the purpose of individual career advancement and/or enhancement. Such training shall not be considered work time, even though the Employer may pay for the expenses of, or part of, such training.

21.6 Employees shall not suffer any loss of pay, benefits, promotional opportunities or any other negative consequences for non-participation in voluntary training activities.

22.0 EDUCATIONAL REIMBURSEMENT

22.1 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.

22.2 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.

22.3 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.

22.4 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 per credit charged by Centralia College.

22.5 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.

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

23.0 EDUCATION INCENTIVE

23.1 As an educational incentive, each employee who holds an Associate's Degree shall be entitled to an additional thirty-five dollars ($35.00) each calendar month, and each employee who holds a Bachelor's Degree shall be entitled to an additional sixty-five dollars ($65.00) each calendar month. Employees' holding a Master's Degree or higher shall be entitled to an additional eighty ($80.00) dollars each month. Degrees must be issued by an institution accredited by a regional accrediting agency (e.g., Northwestern Association of Schools and Colleges or the Western Association of Schools and Colleges.)

23.2 Mentoring Incentive. Any employee assigned to serve as an assigned mentor to another employee, either in training or coaching program, shall be entitled to an additional thirty dollars ($30.00) each calendar month for the duration of the assigned mentorship program. A minimum of four (4) hours per month is required to be eligible for the benefit.

24.0 DISCIPLINE, INVESTIGATIONS, PERSONNEL FILES

24.1 Citizen Complaints

24.1.1 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.

24.1.2 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.

24.2 Supervisory or In-House Complaints

24.2.1 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.

24.3 Interviews & Hearings

24.3.1 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.

24.4. Disciplinary Actions

24.4.1 Regular employees may be disciplined in the form of a documented warning, suspension, demotion, or discharge for just cause.

24.4.2 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) Notice 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). In no case shall the employee be afforded less than one (1) hour to inspect the disciplinary folder prior to the commencement of the pre-disciplinary hearing.

24.4.3 Discipline may only be imposed for just cause.

24.4.4 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.

24.4.5 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.

24.4.6 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.

24.4.7 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.

24.5. Personnel Files

24.5.1 Disciplinary materials at the level of a Documented Warning or higher shall be maintained in the official personnel file of the employee. 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.

24.5.2 Access to personnel files is limited to the employee, his/her authorized representative, officials of the County with a business need for access or as provided by law. Employees shall be provided copies of all disciplinary notices and performance evaluations before such material is placed in the personnel file and shall have the right to attach a rebuttal statement. The employee is required to acknowledge receipt of the materials. Acknowledgement shall not be construed as agreement or concurrence with the discipline or evaluation.

25.0 SENIORITY, LAYOFF AND RECALL, AND VACANCIES

25.1 Seniority. Each employee shall have seniority standing equal to such employee's continuous length of service with this Employer in a position within the bargaining unit. Continuous length of service shall be broken if the employee is terminated, quits, accepts a leave of absence exceeding 180 days, or is on layoff status exceeding 12 months.

25.1.1 Where 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.

25.1.2 Seniority may be bridged in the event an employee returns to a bargaining unit position after accepting a promotion outside the bargaining unit, taking an unpaid leave of absence exceeding 180 days, or is recalled after a layoff. Bridging allows an employee to reclaim any seniority accrued prior to leaving the unit; however, in no instance shall an employee accrue seniority when not a bargaining unit member.

25.2 Layoff: In the event of layoff of regular employees, such employees shall be laid off in reverse order of seniority within the bargaining unit. No permanent employees shall be laid off while there are any temporary employees in clerical/support positions.

25.2.1 Layoff notices shall be in writing and shall be provided to an affected employee and the Union at least thirty (30) calendar days in advance of the layoff date.

25.3 Recall

25.3.1 Employees laid off shall be placed on a recall list for eighteen (18) months, and shall be recalled in the reverse order in which they were laid off.

25.3.2 Recall To Former Position: If the specific position formerly held by a laid off employee is reopened during that eighteen (18) month period, then that employee will be recalled to fill that position. This provision will also apply in situations in which the restored position has been reorganized, but retains substantially the same skills and duties as the former position. Employees on the recall list shall also be entitled to open positions that they previously held.

25.3.3 Recall Within the Bargaining Unit: When new positions are opened within the bargaining unit, current employees shall have priority over employees on the recall list, but qualified employees, as defined by the employer, on the recall list shall have priority over external applicants. Seniority shall apply in this situation as described in 25.3.2 above.

25.4 Vacancies: When a vacancy occurs within this bargaining unit, an existing qualified employee may submit an application for the position and shall be considered prior to any outside applicants and prior to employees on the recall list who have not held the vacant position previously. The application shall be submitted within the time lines set forth in the written posting of the job opening.

The hiring decision and determination of an employee's qualifications for a particular position shall be within the sole discretion of the Employer.

25.4.1 Subject to the Civil Service Rule of Three, seniority shall prevail in the case of promotions and newly created jobs when job knowledge, past performance and competency are equal.

26.0 GRIEVANCE PROCEDURE

26.1 Definition: For purposes of this Article, a grievance is defined as a dispute or complaint arising under and during the term of this Agreement, raised by an employee or the Union, involving an alleged misapplication of an express provision of this Agreement. This grievance procedure shall be the exclusive means for resolving such grievances.

26.2 Timeliness: 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.

26.3 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 Union submit the same dispute to both the Civil Service Commission and the grievance procedure.

26.4 Steps

26.4.1 Step One: The Union, on behalf of the aggrieved 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 facts giving rise to the grievance, the section(s) of the Agreement allegedly violated, and the remedy sought. The Undersheriff shall meet with the grievant and appropriate union representative(s), and thereafter respond to the grievance in writing within fourteen (14) calendar days of its receipt.

26.4.2 Step Two: Should Step One fail to resolve the grievance, the Union shall, within fourteen (14) calendar days after receipt of the Undersheriff's response, submit the grievance in writing to the Sheriff. The Sheriff shall meet with the grievant and appropriate union representative(s), and thereafter respond in writing within fourteen (14) calendar days following receipt of the Union's grievance.

26.4.3 Step Three: Should Step Two fail to resolve the grievance, the Union shall, within fourteen (14) calendar days after the Union's receipt of the Sheriff's or designee's decision, give written notice to the Employer of its intent to submit the grievance to arbitration.

26.4.3.1 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. If unable to reach agreement, they shall request a list of eleven (11) arbitrators from the Federal Mediation and Conciliation Service ("FMCS") or the Public Employee Relations Commission (PERC). The list shall be limited to arbitrators who are members of the National Academy of Arbitrators from Washington State. Within fourteen (14) calendar days following the receipt of the list of eligible arbitrators, the parties or their representatives shall meet to select an arbitrator. The parties shall each strike five arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the first strike shall be the loser of a flip of a coin.

26.4.3.2 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 of application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

26.4.3.3 The arbitration 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.

26.4.3.4 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 or require action by the Employer which is beyond the arbitrator's jurisdiction. If the Employer claims that the award is beyond the arbitrator's jurisdiction, the matter shall be resubmitted to the arbitrator for reconsideration. The Employer shall have a right of judicial review on the issue of jurisdiction if the arbitrator does not grant reconsideration of the jurisdiction issue.

26.4.3.5 Each party shall bear its own costs associated with the arbitration, including its attorney's fees, and shall pay one-half of the cost of the arbitrator.

26.4.3.6 The arbitrator's decision shall be made in writing and shall be issued to the parties.

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

27.0 CIVIL SERVICE CONFLICT

27.1 With respect to questions of hiring, retention, promotion, demotion and termination, in the event of conflict between the provisions of this Agreement and the jurisdiction and rules of the Lewis County Civil Service Commission, the rules and jurisdiction of the collective bargaining agreement shall prevail.

27.2 The bumping rights provisions contained in Article 25 of this collective bargaining agreement shall prevail, if deemed to conflict with Civil Service rules or regulations,

28.0 BARGAINING UNIT WORK

28.1 The Employer shall use temporary/casual employees or volunteers only to supplement rather than to supplant the work currently performed by employees in positions in this bargaining unit. Department of Labor and Industries "trainees" shall be permitted to be used by the Employer so long as such use does not cause a loss of a job position within this bargaining unit.

28.2 The Employer may contract out work which could be performed by the bargaining unit so long as such contracting of work does not directly cause the loss of an existing job position.

29.0 IMMUNIZATIONS

29.1 Employees whose job duties cause them to come in contact with blood borne pathogens, shall be provided with Hepatitis B immunization, in accordance with Blood Borne Pathogens Standards, to be paid for by the Employer.

29.2 Such employees shall be provided with the blood borne pathogens safety equipment as required by state or federal law.

29.3 Employees who may be at risk of job related infection shall be trained in blood borne pathogen protection.

30.0 REPEALER IN CONFLICT OF LAW

30.1 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 may be immediately re-opened by either party pertaining only to that portion which is held contrary to law.

31.0 SUCCESSOR AGREEMENT

31.1 Should either party to this Agreement wish to initiate collective bargaining over a successor agreement, notification shall be mailed to the authorized party's signatory to the Agreement not later than September 15th of the calendar year prior to the calendar year during which such changes or reopener provisions are to be effective.

32.0 CIVIL LIABILITY

32.1 Where an employee has acted in good faith 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 by County resolution, make a written request for indemnity and defense.

32.2 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.

32.3 As used in this Article 32, the term *employee* includes a former employee of Lewis County.

33.0 EFFECTIVE DATE AND DURATION OF AGREEMENT

33.1 This Agreement shall be effective January 1, 2014, and shall remain in full force and effect to and through the 31st day of December, 2014.

WSCCCE & LOCAL 1341S, AFSCME, AFL-CIO:

Denny Finegan, WSCCCE
Staff Representative

Jennifer Teitzel, Local 1341-S
Shop Steward

Date: 12-30-13

BOARD OF COUNTY COMMISSIONERS:

P. W. Schulte, Chairman

F. Lee Grose, Member

Edna J. Fund, Member

Date: 12/16/13

Steve Mansfield, Lewis County Sheriff