

# **COLLECTIVE BARGAINING AGREEMENT BETWEEN**

**TEAMSTERS UNION LOCAL #252**



**AND  
LEWIS COUNTY SHERIFF'S OFFICE**



**(OPERATIONS SERGEANTS)**

November 1, 2025 – December 31, 2028

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## **1. INTRODUCTION**

### **1.1. Preamble**

**1.1.1.** This agreement is entered into by and between **LEWIS COUNTY, WASHINGTON**, a political subdivision of the State of Washington, and the **LEWIS COUNTY SHERIFF'S OFFICE**, acting through the elected Sheriff, hereinafter jointly referred to as the "**Employer**", and the **Teamsters Union Local #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 all classified Civil Service positions under RCW 41.14.070 except Sheriff, Undersheriff, Chief Criminal Deputy, Chief Civil Deputy, Inspector, Director of Property Management, Jail Administrator, clerical office staff (including secretaries and records personnel), Corrections Bureau employees, and reserves.

### **2.2. Employee Definitions**

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

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

- 1) Step placement on the salary schedule (Appendix 16).
  - 2) Vacation accrual placement (Section 7.3).
  - 3) Longevity accrual placement (Section 7.7).
- c) Authorized salary step placement or benefit accrual rates shall not change or otherwise enhance an employee's seniority date (original date of hire) for any other applications under the terms and conditions of the Collective Bargaining Agreement.
  - d) Specific salary and benefit accrual levels shall initially be established at the sole discretion of the Sheriff or designee. Once authorized by the Sheriff or designee, the initial salary and benefit step or accrual placement may not be unilaterally rescinded unless salary and/or benefit accrual levels are inadvertently established outside the scope of actual salaries and benefits set forth in the current Collective Bargaining Agreement.
  - e) Such employee(s) shall have a benefit accrual date assigned to them for the specific provisions set forth above.

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

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

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

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

### **3. UNION SECURITY**

#### **3.1. Membership Requirement**

**3.1.1.** Membership or non-membership in the Union shall be wholly voluntary and the individual choice of employees covered by this agreement. Any employee who is a member of the Union or who has applied for membership shall sign and deliver to the Union, who shall forward to the County, an original assignment authorizing and consenting to the deduction of dues, fees, costs, charges, and assessments for membership in the Union. In furtherance of this goal, the Union shall have up to a thirty (30) minute orientation with new employees during the employee's work hours at which time the Union may explain and do the following:

- a) It is the designated exclusive representative for all employees covered under this Collective Bargaining Agreement.

- b) Membership in the Union is voluntary and only when an employee clearly and affirmatively consents to joining the Union will it collect fees.
- c) The rights and benefits that the employee would forgo by being a non-member.
- d) Provide the employee with all necessary paperwork to inform the Union of its decisions – member or non-membership.
- e) Should an employee clearly and affirmatively consent to joining the Union and authorizes deduction dues, such authorization shall continue in effect from year to year unless revoked or changed in writing with thirty (30) days' notice to the Union and County. Employees who are not members of the Union may make voluntary payments to the Union by means of payroll deduction by providing written consent to the County. Such payment amounts are those authorized by the employee.

**3.1.2.** 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.

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

### **3.2. Check Off of Union Dues**

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

**3.2.2.** Within two (2) pay periods after 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.

### **3.3. D.R.I.V.E. Check Off**

**3.3.1.** All employee-members may make voluntary contributions independently of all union dues to the D.R.I.V.E. (Democrat, Republican, Independent Voter Education) political action committee. The Union shall advise its members of this voluntary contribution opportunity.

**3.3.2.** Should the employee elect to voluntarily make such contribution, at the time the Employer's computerized financial software is able to facilitate authorized voluntary 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 D.R.I.V.E.

**3.3.3.** 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.

**3.3.4.** The employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in two (2) checks, the total amount deducted, along with the name of each employee on whose behalf a deduction is made, and the amount deducted from the employee's paycheck.

### **3.4. Union Communications**

**3.4.1.** The Employer shall provide suitable space on its premises for a Union bulletin board. The Employer agrees to allow Union representatives to use designated bulletin board to post 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 concerning the administration of the Collective Bargaining Agreement.

## **4. MANAGEMENT RIGHTS**

### **4.1. Customary Functions**

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

- a) To take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the organization and to direct the Employer's employees;
- b) to reprimand, suspend, discharge or to otherwise discipline employees for just cause;
- c) to determine the number of employees to be employed;

- d) to hire employees, determine their qualifications and assign and direct their work;
- e) to evaluate employees' performances;
- f) to promote, demote, transfer, layoff and recall to work employees;
- g) to set the standards of productivity, the services and products to be produced;
- h) to determine the amount and forms of compensation for employees;
- i) to maintain the efficiency of operation; determine the personnel, methods, means, and facilities by which operations are conducted;
- j) to set the starting and quitting times and the number of hours and shifts to be worked;
- k) to use independent contractors to perform work or services;
- l) to subcontract, contract out; expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation or service;
- m) to control and regulate the use of facilities, equipment, and other property of the Employer;
- n) to introduce new or improved research, production, service, distribution, and maintenance methods, material, machinery, and equipment;
- o) to determine the number, location and operation of department, divisions and all other units of the Employer;
- p) to issue, amend and revise policies, rules, regulations, general orders, administrative directives, and practices.

## **4.2. Non-Waiver**

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



### **4.3. Employer Options**

**4.3.1.** The Employer and the 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.

### **4.4. Performance Standards**

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

## **5. EMPLOYMENT POLICIES AND DUTIES**

### **5.1. Non-Discrimination**

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

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

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

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

### **5.2. Mandatory School and Training Sessions**

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

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

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

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

- a) Attendance is outside the employee's regular working hours; and
- b) attendance is in fact voluntary; and
- c) the employee does not perform productive work during such attendance; and
- d) the program, lecture, or meeting is not directly related to the employee's job.

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

- a) Travel pay shall commence at the employees point of debarkation. In cases where the employee is not required to report to the workplace, and travel begins from his/her residence, pay shall be based upon the location of the residence.
- b) Employees wishing to attend non-Employer mandated training may voluntarily waive the travel pay provisions contained in this agreement.
- c) Annual in-service training shall be conducted during normal business hours, will be considered the employee's normal shift, and will be compensated at the employee's regular straight time rate of pay. This will include travel time for employees with assigned take-home cars.

### **5.3. No Strike Clause**

**5.3.1.** The Employer and the 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.

**5.3.2.** 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.

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

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

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

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

#### **5.4. Jury Duty**

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

#### **5.5. Military Leave**

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

## **5.6. Equipment and Safety**

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

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

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

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

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

- a) An employee who can reasonably anticipate working sixteen (16) or more hours under this section, shall, before reaching work hour fourteen (14), notify their supervisor how many total hours they have worked, and
- b) an employee shall not schedule any extra work beyond their regular work day that would put them at, or above, the sixteen (16) hour mark.

## **5.7. Personnel Files**

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

## **5.8. Special Assignments**

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

## **5.9. Civil Liability**

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

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

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

## **5.10. Accrued Leave Transfer**

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

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

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

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

**5.10.5.** Transfer of leave time may also be used for any employee whose immediate family member i.e., spouse, child or other non-pecuniary household member, suffers from a catastrophic injury, illness or other disability preventing the employee from returning to work

and the employee has exhausted all of his/her accumulated leave time to which they are entitled.

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

### **5.11. Drug and Alcohol Policy**

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

### **5.12. Training Reimbursement**

**5.12.1.** As a condition of hiring, any Sergeant who voluntarily terminates his/her employment within three (3) years [two (2) years for lateral new hires] after the date of commencement of his/her full-time employment will be required to reimburse the County for expenses incurred during the hiring and training process. The dollar amount of obligated reimbursable expenses for a new deputy (entry-level and lateral) will be detailed on the deputy's respective Final Offer of Probationary Employment.

### **5.13. Temporary Modified Duty**

**5.13.1. Request for Temporary Modified Duty (TMD) – Non-Job-Related Injury.** An employee who is unable to perform all essential functions of his or her job due to injury or other limitation not incurred in the course of duty may request TMD. The request shall be accompanied by a written statement from the employee's physician which sets out fully the employee's physical limitations, and which provides an estimate of the period of time during which the employee will be unable to work in an unrestricted duty assignment.

**5.13.2. Evaluation of Requests.** Upon receipt of such a request for TMD, the Sheriff shall evaluate whether work exists which the employee can perform safely and without undue risk to the County; which the employee's education, training, and experience qualify him/her to perform; and which will be sufficiently beneficial and cost effective for the agency. The Sheriff may, in his sole and exclusive discretion, grant or deny any such request for TMD. The Sheriff may terminate a TMD assignment at any time, in his sole and exclusive discretion; however, in no circumstances shall a TMD assignment exceed 45 work days. The Sheriff may, at any time during the TMD assignment, require the employee to provide a further statement from his/her physician which updates the employee's physical limitations, and which provides an updated estimate of the period of time during which the employee will be unable to work in an unrestricted assignment.

- a) While on TMD, any related medical expenses shall be the responsibility of the employee.

- b) The TMD work and schedule is beneficial to the employer.
- c) The TMD work and schedule should allow for rehabilitation by the employee, using their appropriate/applicable leave during the workday, if necessary.
- d) Use of assigned agency equipment and vehicle while on a TMD assignment will be at the sole discretion of the Employer based on the employee's illness/injury.
- e) If an employee is granted a TMD assignment during their probationary period, that employee's probationary period shall be extended for such time they were on TMD.

**5.13.3. Delegation.** In the Sheriff's absence, any decision or task provided for in this section 5.13 may be made or performed by the Undersheriff, a Chief Deputy, or a Captain. Similarly, the Sheriff may delegate any decision or task to the Undersheriff, a Chief Deputy, or a Captain.

## **6. COMPENSABLE HOURS**

### **6.1. Hours of Work**

**6.1.1.** The normal work week shall consist of five (5) eight (8) hour days with two (2) consecutive days off, or four (4) ten (10) hour days with three (3) consecutive days off, or a 10.40 (ten hour and forty minute) shift consisting of five (5) consecutive work days with four (4) days off, five (5) consecutive work days with four (4) days off and five (5) consecutive work days with five (5) days off. Determination of a 4-10 shift, 10.40 shift, or a 5-8 shift shall be subject to discretionary determination by the Sheriff, or his designee. The requirement of consecutive days off may not apply during normal shift rotation or when the Employer directs overtime service during that period. In special situations which require additional shift coverage, the Employer may adjust an employee's shift up to two (2) times per year. If an employee is required to adjust his/her schedule over two (2) times in a year, all hours worked outside the regular schedule shall be paid at the applicable overtime rate. Notwithstanding the foregoing, an alternate shift schedule may be made by mutual agreement of the Union and the Employer.

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

**6.1.3.** Notwithstanding any other provisions of this section 6.1, the Memorandum of Understanding between the parties currently in effect concerning shift scheduling shall



continue in effect for the duration of this Agreement, unless terminated earlier pursuant to the provisions of its paragraph 6.

## **6.2. Overtime**

**6.2.1.** Any work performed in excess of forty (40) hours per week, eight (8) or ten (10) hours per day, depending on the employee's assigned shift, or work performed on a regularly scheduled day off shall be paid at the rate of time and one-half (1.5) the regular rate of pay, or paid in the form of compensatory time off in accordance with the compensatory time provisions of Article 6.5. Paid leave shall count as hours worked for the purposes of determining overtime liability. All overtime shall be authorized by the employee's supervisor and approved by the Sheriff's designee.

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

**6.2.3.** When overtime hours are available for a regular patrol shift, bargaining unit members shall be allowed, based on department seniority on a rotating basis, to work those overtime hours if mutual agreement is reached between the Employer and Lewis County Deputy Sheriffs Guild that addresses overtime work by Operations Sergeants when Deputies are unavailable to work such overtime hours.

## **6.3. Shift Differential**

**6.3.1.** A shift differential of fifty cents (\$0.50) per hour shall be paid to those employees who work a shift other than day shift without rotating. Should an employee's normal shift change due to employer direction, shift differential will apply. Notwithstanding the foregoing, shift differential pay shall not be available to:

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

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

for an employee who volunteers to work a particular shift; or an employee whose shift assignment is determined by the shift bidding process.

## **6.4. Working Out of Classification**

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



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

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

## **6.5. Compensatory Time**

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

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

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

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

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

**6.5.6.** Scheduling of the taking of compensatory time off is to be by approval of the Sheriff, or his designee. Once scheduled, it may only be denied in the event of an emergency endangering or substantially impairing Employer services to the public, or in situations which have developed beyond the control of the Employer. Scheduling of compensatory time shall not pre-empt previously scheduled and approved vacation time.

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

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

## **6.6. Call Time**

**6.6.1.** There will be a guarantee of two (2) hour's pay at time and one half the employee's regular rate of pay from time of call-in service. Such guarantee shall be four (4)

hours at time and one half the employee's regular rate of pay in the event the employee is on his or her day off at the time of call-in. Any time over such guarantee will be paid for the actual time worked at the applicable hourly rate of pay.

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

## **6.7. Court Time**

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

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

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

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

## **6.8. On-Call Time**

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

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

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

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

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

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

**6.8.7.** At the discretion of the Employer, an employee may be issued a communication device with the ability to use and answer the same if the employee wishes. There would be no sanction or discipline in the event the employee fails to respond to the call while on this status. No monetary or other compensation for the employee shall be paid while on this status.

## **6.9. Rest and Lunch Breaks**

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

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

## **7. EMPLOYEE BENEFITS**

### **7.1. Benefit Eligibility**

**7.1.1.** Employees shall receive vacation/sick leave, and medical/dental/vision benefits under the following qualifiers: Employees who are compensated for eighty (80) hours or more in a calendar month shall receive one hundred percent (100%) of all benefits set forth in this agreement; employees with less than eighty (80) compensable hours per month shall have the benefits provided under this agreement prorated; part-time employees with less than twenty-eight (28) compensable hours per month shall receive no benefits. A provisional

employee may accrue and use vacation and sick leave while employed, but may not receive remuneration of these benefits upon termination of employment.

## **7.2. Holidays**

**7.2.1.** The agency shall recognize twelve (12) holidays:

New Year's Day	January 1
Martin Luther King Birthday	3 <sup>rd</sup> Monday of January
Presidents' Day	3 <sup>rd</sup> Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4 <sup>th</sup>
Juneteenth	June 19 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday of September
Veterans Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Day	December 25 <sup>th</sup>
Gubernatorial Holiday	As declared

**Gubernatorial Holiday** – Any day declared by the Governor as a special holiday or day of special observation, on which the majority of Washington State employees are to receive a day off with pay.

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

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

**7.2.4.** Any employee, aside from those assigned to positions that have paid holidays, shall receive monetary compensation in lieu of the twelve (12) holidays, payable as follows:

- a) If the employee is on a 5-8 or a 4-10 shift the majority of the calendar month, eight point three three (8.33) hours per month with each completed month of service.
- b) If the employee is on a 10.40 shift the majority of the calendar month, eight point eight nine (8.89) hours per month with each completed month of service.

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

- a) One point six six (1.66) hours, if on a 5-8 or a 4-10 schedule the majority of the calendar month.

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

### **7.3. Vacation**

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

<b>Months of County Service</b>	<b>Accrual Rate Hours Per Month</b>	<b>Accrual Rate Per Year</b>
1-12	8.00	96
13-24	9.00	108
25-36	9.50	114
37-48	9.50	114
49-60	10.00	120
61-72	10.00	120
73-84	11.50	138
85-96	11.50	138
97-108	12.00	144
109-120	13.00	156
121-132	14.00	168
133-144	14.00	168
145-156	14.50	174
157-168	14.50	174
169-180	15.00	180
181-240	16.00	192
241-299	17.00	204
300-359	18.00	216
360+	19.00	228

**7.3.2.** Annual leave may be accrued to a maximum of three hundred twenty (320) hours, and may be utilized in one (1) hour increments.

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

appear in court during vacation, the employee shall have the responsibility to inform the Employer of the potential costs to be incurred by the Employer under this section.

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

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

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

**7.3.7.** An employee who separates employment from County for any reason shall be paid a prorated portion of accrued hours. Such an employee, or their estate, shall be paid by the employer at the ensuing payday for any unused annual leave, but not to exceed the maximum of two hundred forty (240) hours. Such pay shall be at the employee's regular rate of pay. If an employee is discharged within the first six (6) months of employment, no accrued annual leave shall be payable.

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

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

**7.3.9.** Upon approval of the Sheriff, an employee may opt to be cashed out for all vacation in excess of one hundred twenty (120) hours accrual. Such request must be made in writing to the Sheriff at least thirty (30) days in advance of the proposed cash out payday, which must be a regular payday, and if approved, such cash out hours shall be paid at the next payday at the employee's straight time rate of pay. If the cash out option is denied, reference Section 7.3.8. Under certain conditions, and within reason an extension of time beyond the ninety (90) day period may be considered.

#### **7.4. Health and Welfare Insurance**

**7.4.1** The employees agree to pay their employee portion of the WSPFML tax based on the rate as set forth by Washington State for the duration of the contract.

**7.4.2.** Voluntary Employees' Beneficiary Association (VEBA). Effective November 1, 2025 and ending December 31, 2028, the County will contribute fifty dollars (\$50.00) per month to the employee's VEBA plan, under Section 501 I (9) of the Internal Revenue Code for each Union member who is eligible for, and enrolls in, one of the County's Health Insurance Plans as described in subsection 7.4.1 and 7.4.4 of this Article. The employee shall make a monthly contribution of \$50.00 to said account as voted upon on an annual basis by the Union in accordance with plan rules.

**7.4.4.** Effective November 1, 2025, based on the prior month's hours, 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 7.4.5.

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

<b>Insurance Coverage</b>	<b>Monthly Rates Effective 1/1/2026</b>
Medical – Plan A	\$1761.40
Life and AD&D Plan A	\$8.60
Time Loss – Plan A	\$18.00
Disability Waiver	\$11.40
Dental – Plan A	\$120.50
Vision – EXT	\$17.10
Total	\$1937.00



**7.4.6. Maintenance of Benefits.** The trustees of the Washington Teamsters Welfare Trust may modify benefits or eligibility of any plan for purpose of cost containment, cost management, or changes in medical technology and treatment. In the event premiums are increased, the Employer's contribution shall at all times be equal to ninety-five (95%) paid by the Employer and five percent (5%) paid by the employees based upon the plans outlined in section 7.4.5.

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

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

**7.4.9. Retiree's Health & Welfare.** Effective November 1, 2025, based on the prior month's hours, and each month thereafter during the period this Collective Bargaining Agreement is in effect, the Employer agrees to remit the full premium amount for each represented employee, who received compensation for eighty (80) hours or more in the previous month for coverage to the Washington Teamster Retirees Welfare Trust (RWT), c/o Northwest Administrators, Inc.

**7.4.10.** The employer agrees to fund up to a maximum of \$94.85 per month for each employee toward RWT Plus or RWT Plus - "XL" plan. Such contribution shall remain in effect for the term of this contract.

## **7.5. Bereavement Leave**

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

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

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



## **7.6. Sick Leave**

**7.6.1.** With each month of completed continuous employment with Employer, sick leave with pay shall be accrued by each full-time employee at the rate of eight (8) hours. There shall be a maximum accumulation of one thousand three hundred and twenty (1320) hours. When an employee has accrued leave in excess of one thousand three hundred and twenty hours (1320) hours at the end of the calendar year, the employee's accrued sick shall revert to one thousand three hundred and twenty hours (1320) hours on the first (1<sup>st</sup>) day of January of each calendar year. Part-time employees shall accrue monthly sick leave in the same manner as set forth above, except that part-time employee's monthly accrual of sick leave shall be reduced in proportion to the number of hours worked by a full-time employee. By way of example only, a part-time employee who works one hundred thirty (130) hours in a given month would accrue six (6) hours of sick leave. Sick leave may be used in half hour increments. Accrued sick leave shall be debited in accordance with actual time of absence due to illness.

**7.6.2.** An employee may take leave for illness, requiring the employee's attendance, in their immediate family. "Immediate family" shall include only persons related by blood, marriage or legal adoption in the degree of consanguinity of grandparent, parent (biological adopted, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when then employee was a minor child), wife, husband, brother, sister, child (biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is de facto parent, regardless of age or dependency status), 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.

**7.6.3.** An employee who takes more than three consecutive (3) workday's sick leave for any one illness for self or for illness in the immediate family may be required by the Sheriff, or his designee, to produce a letter from a medical doctor verifying the illness or necessity of attendance.

**7.6.4.** At the time of separation from service for any reason (other than just cause termination), employees (except provisional and probationary), or, in the case of death, the employee's designated beneficiary or estate, shall receive remuneration at a rate equal to one (1) hour's current straight time monetary compensation of the employee for each two (2) hours of accrued sick leave, to a maximum of four hundred eighty (480) hours of pay. In the event that an employee is re-hired by the County within twelve (12) months of having terminated employment with the County, the number of hours which would be equivalent to the dollar value of any previous sick leave cash shall not be restored upon re-hire. Any sick leave hours restored to a re-hired employee shall be excluded from any subsequent cash out payment. In addition, any sick leave hours restored to a re-hired employee shall be accounted for separately, and annual carry-over for all such restored sick leave hours shall be limited to forty (40) hours.

## **7.7. Longevity**

**7.7.1.** For each year of continuous service with this Employer, as measured by the employee's seniority date, the employee shall monthly longevity pay as outlined in the table below, beginning after completion of the sixtieth (60th) month of employment:

After five years	\$30.00 per month
After six years	\$40.00 per month
After seven years	\$50.00 per month
After eight years	\$60.00 per month
After nine years	\$80.00 per month
After ten years	\$100.00 per month

and an additional ten dollars (\$10.00) per month for each year after ten (10).

## **7.8. Uniforms and Equipment**

**7.8.1.** The Employer shall maintain a quarter master system for uniforms and equipment to ensure employees have what's needed to perform their job duties. Due to the plain-clothes nature of the assignment, the Detective Sergeant shall receive a clothing allowance of seven hundred and fifty dollars (\$750.00) annually for reasonable work-related clothing purchases. Any clothing allowance funds not used during the fiscal year shall not carry over. A formal pre-approval request shall be submitted to the Employer prior to an employee accessing such clothing allowance funding.

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

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

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

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

**7.8.6.** Commute Distance Outside Lewis County. Sergeants residing outside the boundaries of Lewis County, but issued an assigned agency vehicle, may commute with their

assigned agency vehicle thirty (30) road-miles (as defined below) beyond Lewis County boundaries.

Any Sergeant living outside Lewis County and wishing to commute with their assigned agency vehicle must submit a memorandum request for the 30 mile commute variance through their chain of command, which must be approved by the Sheriff, or his designee, before commuting with the agency vehicle is allowed. As part of the memorandum, the employee must delineate an alternate parking location where the vehicle will be left, if their residence exceeds the allotted thirty (30) mile variance. This alternate parking location (e.g., law enforcement office/substation, fire station) must be approved by the Sheriff, and the employee must have written permission by command personnel overseeing the alternate parking location authorizing that leaving the vehicle there is permissible. For any timeframes longer than a week (more than five consecutive days), the employee must make arrangements to leave their assigned vehicle at an approved LCSO office/facility. Relating to this Section, for any agency assigned vehicles being parked outside the boundaries of Lewis County, no weapons, MDCs, uniforms, or ballistic vests may be left in the vehicle while it is not in use.

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

For Sergeants residing outside Lewis County, the following shall apply:

- a) The method of mileage measurement shall be all season, paved, maintained streets that are generally open, passable, and available to be used by employees to travel to and from their residence or approved parking location at the beginning and end of each shift twelve (12) months each year.
- b) Google Maps or similar website (fastest route) will be the official measurement of the distance from the Lewis County line to the employee's residence or location thirty (30) mile boundary where the assigned agency vehicle will be parked.
- c) If an employee claims there is a shorter route over improved public roads not shown by the website used to select the fastest route, the distance shall be verified by the employee's supervisor.

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

- a) The employee shall go into on-duty status.
- b) The employee may elect to be in overtime status for the period of time preceding their normal scheduled shift.

- c) The employee would not be entitled to take call-out status.
- d) The employee's assigned shift would end at the regularly-scheduled time for that shift.

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

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

## **7.9. Educational Incentive**

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

## **7.10. Educational Reimbursement**

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

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

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

- a) The course curriculum description;
- b) dates and times of classes;
- c) duration of the course;
- d) narrative statement of how the course will benefit the Employer, as well as the

employee.

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

- a) The course is completed within six (6) months of approval; and
- b) completed with a "pass" in a pass/fail grading system or a grade of "C" or better.

The maximum reimbursement per credit will be the cost of a credit charged by Centralia College.

**7.10.5.** An employee who receives tuition reimbursement agrees to continue to work for the Employer for twelve (12) months following the completion of the course; if not, the reimbursement is pro-rated and the employee authorizes reimbursement to the Employer from the last 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.

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

## **7.11. Specialty Incentive**

**7.11.1.** Sergeants who are assigned program supervisor duties by Personnel Order, in addition to their regular supervisory responsibilities, such as K-9, Special Weapons and Tactics (SWAT) or Sheriff's Response Team (SRT), Firearms, Defensive Tactics (DT), Search and Rescue (SAR), Swift Water Rescue (SWR), Boating, Reserves, and Field Training; as well as sergeants who are assigned instructor duties by Personnel Order in addition to their regular supervisory responsibilities, such as Firearms, Defensive Tactics (DT), and Emergency Vehicle Operation Course (EVOC), shall receive specialty incentive pay of one-hundred dollars (\$100.00) each month in addition to their regular salary. Except as provided in 7.11.2 - Bilingual Pay, applicable employees are entitled to only one specialty incentive pay, as listed above.

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

- a) An employee's ability to speak an approved language conversationally shall be determined by completion of a test selected by the employer at a level of proficiency determined by the Employer. The test is intended to evaluate the employee's ability to participate in basic conversations with routine and repetitive subject matter. The employee shall pay associated test costs to achieve initial qualification.
- b) Should an employee fail the test for initial qualification or re-qualification, a period of six (6) months must elapse before retaking the test.

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

#### **7.12. Death Benefit**

**7.12.1** The Employer agrees to pay a death benefit upon death of any employee covered by this agreement in the amount of eight thousand five hundred dollars (\$8,500.00) to the employee's estate. Such payment shall be made on a separate check and not be considered wages for time worked.

### **8. DISCIPLINARY INVESTIGATIONS**

#### **8.1. Citizen Complaints**

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

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

#### **8.2. Supervisory or In-House Complaints**

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

#### **8.3. Interviews and Hearings**

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

- a) Investigations into allegations of employee misconduct shall be classified in the notice as either a Type I complaint or a Type II complaint. For a Type II complaint, discipline will not be greater than a written reprimand. If notice of a Type I complaint is given, the range of discipline may be any of the disciplinary actions (i.e. corrective action up to and including termination). The notice can be amended at any time during the course of the investigation, provided that an amended notice is provided to the employee and the Union.
- b) The outcome of administrative reviews/internal investigations shall be a finding that is categorized as either "sustained" "not sustained" "unfounded," or "exonerated."

- c) At a reasonable time (at least forty-eight hours) in advance of the investigative interview, the employee shall be informed in writing, with a copy to the 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 (48) hour notice in writing only.
- d) The requirements of these shall not apply if (1) the employee is under investigation for violations that are punishable as felonies or misdemeanors under law, or (2) notices to the employee would jeopardize the administrative investigation.
- e) If a complainant has filed a formal complaint regarding an action or inaction of an employee and the Employer deems further investigation is necessary, the employee shall be provided a copy of the complaint as soon as practical, with a copy forwarded to the Union.
- f) 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.
- g) To the extent reasonably possible, all interviews under this Section shall take place at the Sheriff's Office facilities.
- h) The Employer may schedule the interview outside of the employee's regular working hours; however, in that event the appropriate overtime payment shall be made to the employee.
- i) The employee shall be required to answer any question concerning a non-criminal matter under investigation and shall be afforded all rights and privileges to which the employee is entitled under State or Federal laws.
- j) The employee shall not be subject to abusive or offensive language or to coercion, nor shall interviewer(s) make promises of award or threats of harm as inducements to answer questions.
- k) During an interview, the employee shall be entitled to such reasonable intermissions as the employee may request for personal physical necessities.

- l) All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this Section shall prohibit the Employer from questioning the employee about information that is developed during the course of the interview.
- m) If the Employer tape-records the interview, a copy of the complete tape-recorded interview of the employee, noting the length of all recess periods, shall be furnished the employee upon the employee's written request. If the interviewed employee is subsequently charged with misconduct, at the request of the employee or on its own volition, the Employer shall provide a copy of the recording to the Union on behalf of the employee.
- n) Interviews and Internal Affairs investigations shall be concluded without unreasonable delays. If an investigation cannot be concluded within thirty (30) days of the employee receiving notice of the investigation, notification will be provided to the employee and the Union with an explanation for the delay, along with an estimated completion date. The granting of extensions shall not be unreasonably withheld.
- o) The employee and the 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.

**8.3.2.** A pre-disciplinary hearing shall be held by the Employer in cases in which the complaint is believed to be valid and a sanction(s) is/are anticipated. Such hearing shall be scheduled within fourteen (14) business days, excluding weekends and holidays, of the supervisor's completed investigation, not including day of submission through the chain of command. Should additional investigation be required before the next disciplinary phase, the involved employee(s) shall be notified of the delay and the expected completion date. The employee shall receive notification at least seventy-two (72) hours prior to a pre-disciplinary hearing. The Employer, and Employee may mutually agree to waive the aforementioned timeframe notification requirement. Employee(s) notification shall provide the following:

- 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).

**8.3.3.** Discipline may only be imposed for just cause.



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

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

**8.3.6.** When a reasonable resolution of any complaint has been reached, the affected employee(s) will be notified in writing of the outcome within fourteen (14) business days, excluding weekends and holidays, of the aforementioned pre-disciplinary hearing, not including the hearing date.

In cases where an economic sanction(s) or termination is recommended, the affected employee(s) will be notified in writing of the recommendation within the same aforementioned timeframe.

- a) In such cases, a Loudermill Hearing will be provided, and a final determination will be made within fourteen (14) business days, excluding weekends and holidays, of the issuance of the recommendation, not including the date of recommendation issuance.
- b) In cases where serious sanctions have been administered, a copy of the discipline folder will be provided to the employee(s) after final disposition, upon employee(s) request.
- c) Where a timed letter has been placed into an employee's file, such letter shall be automatically removed from file upon the expiration of the duration of the notice.
- d) If either the pre-disciplinary or Loudermill hearings are waived (verbally or in writing), the aforementioned time periods will commence on the day following receipt of the waiver.

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

#### **8.4. Alternate Resolutions**

**8.4.1.** All parties are committed to resolve disciplinary matters in a manner that is expeditious, fair, and transparent, and where possible, reduces the amount of formal

processes necessary. As such, formal disciplinary processes can be waived and/or modified where mutually agreed by the Agency and the Union (i.e. Settlement Agreements, as an example). In such cases, all such waivers and/or modifications will not be precedent setting.

## **9. GRIEVANCE PROCEDURE**

### **9.1. Purpose**

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

**9.1.2.** Time limits within the grievance procedure may be waived or extended by the mutual agreement of both parties. If the 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.

**9.1.3.** 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's Civil Service Commission or through the grievance process.

**9.1.4.** Election of Remedies. When an employee or the Union submits a dispute to the grievance procedure for resolution or the Civil Service Commission for review; such submission shall constitute an election of forums and shall prohibit and bar the employee or 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.

### **9.2. Processing Steps**

**9.2.1. 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.

**9.2.2. 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.

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

### **9.3. Arbitration**

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

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

- a) The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change, or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
- b) The arbitrator shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except in the presence of both parties and upon mutual agreement.
- c) The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Guild, and the employees involved provided the decision does not involve action by the Employer, which is beyond its jurisdiction.
- d) Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be sworn and shall be limited to the matters set forth in the written statement of grievance, and shall be subject to cross-examination. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit post- hearing briefs within a time mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the written statement of grievance.
- e) Each party shall bear the cost of presenting its own case, including attorney's fees. Both parties shall equally share the cost of an independent arbitrator.
- f) Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost shall be shared equally.
- g) The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

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

## **10. EMPLOYEE COMPENSATION**

### **10.1. Salaries**

**10.1.1.** The applicable Salary Structure is included in this Agreement in Article 15.

### **10.2. Payday**

**10.2.1.** The payday for all work performed from the first (1<sup>st</sup>) of the calendar month through the fifteenth (15<sup>th</sup>) of the calendar month shall be paid on the twenty-fifth (25<sup>th</sup>). The payday for all work performed the sixteenth (16<sup>th</sup>) of the calendar month until the last calendar day of the month shall be paid on the tenth (10<sup>th</sup>) of the subsequent month. If the tenth (10<sup>th</sup>) or the twenty-fifth (25<sup>th</sup>) falls on a non-workday, i.e. Saturday, Sunday or Courthouse holiday, the payday shall be the first workday preceding the tenth (10<sup>th</sup>) or the twenty-fifth (25<sup>th</sup>). Earned overtime shall be subject to payment at the pay date following the month in which such overtime was earned

**10.2.2.** At the sole discretion of the Employer, and upon sixty (60) days advance written notice to the 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.

### **10.3. Computation of Hourly Rates of Pay**

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

## **11. SENIORITY**

### **11.1. Seniority Standing**

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

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

**11.1.3** A seniority date list by employee name, date of hire and date of rank will be updated periodically and provided to the Union and its members. This seniority list 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 will be updated as changes take place to be inclusive of all employees employed during the term of the Agreement.

## **11.2. Layoff**

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

**11.2.2.** The Field Operations Bureau shall include the following classifications: Sergeant and Detective Sergeant.

## **11.3. Shift Assignment**

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

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

## **12. USE OF NON-BARGAINING UNIT PERSONNEL**

### **12.1. Limitations**

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

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

## **13. SEVERABILITY**

**13.1.1.** Any portion of this Agreement which is held by a competent tribunal to be invalid or otherwise unenforceable, or any portion which is rendered so by operation of law,

shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining provisions of this Agreement. To the extent permitted by applicable law, the parties to this Agreement waive any provision of law which prohibits, renders void, or makes any provision of this Agreement unenforceable. If the invalidity of any portion of this Agreement shall deprive any party of the economic benefit intended to be conferred by this Agreement, the parties shall negotiate, in good-faith, to develop a structure that economic effect of which is as close as possible to the economic effect of this Agreement without regard to such invalidity.

#### **14. DURATION OF AGREEMENT**

**14.1.1.** This Agreement shall be effective as of November 1, 2025, and shall remain in full force and effect to and through December 31, 2028 .

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

#### **15. SALARY**

**15.1.1** The Sergeant classification base salary shall be established at 15% above a top-step Patrol Deputy, effective November 1, 2025. The 15% differential shall remain in effect for the term of this Agreement. In agreeing to the 15%, any H&W compensation added to the Patrol Deputy base in consideration of lesser expensive insurance coverage or diverted to HRA or other post-retirement vehicle shall not be included in the top step Deputy base salary calculation.

**15.2.1** The Detective Sergeant will receive one hundred and six percent (106%) of Patrol Sergeant classification base salary, effective on November 1, 2025. (same as Deputies in Detective Classification)

<b>Classifications</b>	<b>Monthly Salary as of 11/1/2025 (based on Deputy top step \$8,095)</b>
<b>Detective Sergeant</b>	<b>\$9,868</b>
<b>Sergeant</b>	<b>\$9,309</b>




In the event the LCSO Deputies Guild contract is not ratified by March 1, 2026, the 15% differential will be retroactive back to January 1, 2026.

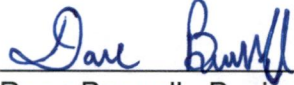
For example, if a monthly premium pay or annual payment is added to wages, in consideration of reduced County contributions to H&W, then such premium pay or annual payment will not be included in the top step Patrol Deputy calculation at 15%.

In the event the Top Step Base pay for the Patrol Deputy is adjusted through an interest arbitration award pursuant to RCW 41.56.450 (interest arbitration), the 15% differential will continue to apply and, at the request of either party, the parties will convene to determine the impacts of the award on the percentage difference between the patrol deputy, patrol sergeant and detective sergeant.

Signed and dated this 25<sup>th</sup> day of November, 2025.

**TEAMSTERS UNION LOCAL #252**

  
Brian Blaisdell, Secretary/Treasurer  
Teamsters Union Local #252

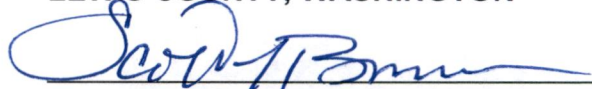
  
Dane Bonnell, Business Agent  
Teamsters Union Local #252


**ATTEST:**

  
Rieva Lester, Clerk of the Board



**BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON**

  
Scott Brummer, Chair

  
Lindsey R. Pollock, DVM Vice Chair

  
Sean Swope, Commissioner

**LEWIS COUNTY SHERIFF'S OFFICE  
Lewis County, Washington**

  
Robert R. Snaza, Sheriff

**SIGNED ORIGINAL**

# 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 (Patrol Sergeants)

Teamsters Union Local No. 252

Employer Name

Labor Organization (Union) Name

360 NW North St.

217 E. Main St.

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: 11/1/25 to: 12/31/28

☐ New Account ☒ Renewal — Account No. \_\_\_\_\_ Approximate No. of Covered Employees: 7

## INFORMATION CONCERNING EMPLOYER'S BUSINESS

Employer EIN (Tax ID No.) 91-6001351

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

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

## BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

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

COVERAGE IN BARGAINING AGREEMENT (For renewals, list all coverages, not just changes)			Monthly Rate
Medical Plan	<input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> Z		\$ 1761.40
Life/AD&D	<input checked="" type="checkbox"/> A - \$30,000 Employee/\$3,000 Dependent <input type="checkbox"/> B - \$15,000 Employee/\$1,500 Dependent <input type="checkbox"/> C - \$5,000 Employee/\$500 Dependent		\$ 8.60
Weekly Time Loss	<input type="checkbox"/> E - \$500 <input checked="" type="checkbox"/> A - \$400 <input type="checkbox"/> B - \$300 <input type="checkbox"/> C - \$200 <input type="checkbox"/> D - \$100		\$ 18.00
Disability Waivers	<input checked="" type="checkbox"/> Additional 9 months Disability Waiver of Contributions - Medical only		\$ 11.40
Domestic Partners	<input type="checkbox"/> Domestic Partners - Medical		\$
Dental Plan	<input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C		\$ 120.50
Domestic Partners	<input type="checkbox"/> Domestic Partners - Dental		\$
Vision Plan	<input checked="" type="checkbox"/> EXT		\$ 17.10
Domestic Partners	<input type="checkbox"/> Domestic Partners - Vision		\$

Will there be any coverage changes before the Collective Bargaining Agreement's expiration? ☐ Yes ☒ No.

If yes, attach a Subscription Agreement for each change.

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

Contributions above are effective (month, year) November 1, 2025 based on employment in the prior month.

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

## EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

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

For Employer [Signature]  
Title/Assn Chair - BOCC Date 12-3-25

For Union [Signature]  
Title Secretary-Treasurer Date 12-1-25



## RETIREE'S WELFARE TRUST

### SUBSCRIPTION AGREEMENT

#### COLLECTIVE BARGAINING AGREEMENT

THE UNDERSIGNED EMPLOYER AND LABOR ORGANIZATION CONFIRM, AS A CONDITION PRECEDENT TO PARTICIPATION IN THE RETIREE'S WELFARE TRUST, THAT THEY ARE PARTIES TO A COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR CONTRIBUTIONS TO BE MADE TO THE TRUST ON BEHALF OF ALL BARGAINING UNIT EMPLOYEES FOR WHICH THE EMPLOYER IS REQUIRED TO CONTRIBUTE. UPON EXPIRATION OF THE CURRENT OR ANY SUBSEQUENT BARGAINING AGREEMENT REQUIRING CONTRIBUTIONS, THE EMPLOYER AGREES TO CONTINUE TO CONTRIBUTE TO THE TRUST IN THE SAME MANNER AND AMOUNT AS REQUIRED IN THE MOST RECENT EXPIRED BARGAINING AGREEMENT UNTIL SUCH TIME AS THE UNDERSIGNED EITHER NOTIFIES THE OTHER PARTY IN WRITING (WITH A COPY TO THE TRUST FUND) OF ITS INTENT TO CANCEL SUCH OBLIGATION FIVE DAYS AFTER RECEIPT OF NOTICE OR ENTER INTO A SUCCESSOR BARGAINING AGREEMENT WHICH CONFORMS TO THE TRUST POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS, WHICHEVER OCCURS FIRST. THE PARTIES AGREE TO PROVIDE THE TRUST OFFICE WITH A COPY OF THE CURRENT AND ALL FUTURE COLLECTIVE BARGAINING AGREEMENTS.

RETIREE PLAN (Check one): ☒ RWT-PLUS ☐ RWT-XL

EFFECTIVE DATES OF CURRENT BARGAINING AGREEMENT: 11/01/25 to 12/31/28

If a new Bargaining Agreement, first payment is due the Trust based on hours worked effective \_\_\_\_\_

#### ACCEPTANCE OF TRUST AGREEMENT

THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF A COPY OF THE TRUST AGREEMENT AND TRUST POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS (SEE THE BACK OF THIS FORM FOR THE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS), AND ACCEPT AS THEIR REPRESENTATIVES FOR PURPOSES OF PARTICIPATING IN THE TRUST, THE JOINT LABOR AND MANAGEMENT TRUSTEES SERVING ON THE BOARD OF TRUSTEES AND THEIR DULY APPOINTED SUCCESSORS. THE UNDERSIGNED EMPLOYER AND LABOR ORGANIZATION, BY EXECUTION OF THIS SUBSCRIPTION AGREEMENT, CONSENT TO BE BOUND BY THE TERMS OF THE TRUST AGREEMENT GOVERNING THE RETIREE'S WELFARE TRUST, INCLUDING ANY SUBSEQUENT AMENDMENTS THERETO. THE UNDERSIGNED FURTHER ACKNOWLEDGE THAT WITH EACH SUCCESSIVE COLLECTIVE BARGAINING AGREEMENT TO THE ONE IDENTIFIED ABOVE THAT PROVIDES FOR CONTRIBUTIONS TO CONTINUE TO BE MADE TO THE RETIREE'S WELFARE TRUST, THE PARTIES AGREE TO CONTINUE TO BE BOUND BY THE TERMS OF THE TRUST AGREEMENT AND ANY SUBSEQUENT AMENDMENTS THERETO. THIS SUBSCRIPTION AGREEMENT WILL AUTOMATICALLY CONTINUE UNTIL SUCH TIME AS CONTRIBUTIONS ARE NO LONGER REQUIRED TO BE MADE TO THE TRUST UNDER A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE PARTIES; HOWEVER, THE TRUST RESERVES THE RIGHT TO DISALLOW OR TERMINATE PARTICIPATION IN THE TRUST UPON FAILURE TO EXECUTE THIS SUBSCRIPTION AGREEMENT OR TO COMPLY WITH THE TRUST AGREEMENT OR POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS.

#### EMPLOYER (Name and Address)

Lewis County Patrol Sergeants

360 NW North St.

Chehalis, WA 98532

By: 

Title: Chair - BOCC Date: 12-3-25

#### LABOR ORGANIZATION (Name and Address)

Teamsters Local 252

217 E. Main St.

Centralia, WA 98531

By: 

Title: Secretary-Treasurer Date: 12-1-25

#### APPROVAL OF TRUSTEES This subscription agreement has been accepted by the Retiree's Welfare Trust:

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_