# *BEFORE THE BOARD OF COUNTY COMMISSIONERS OF LEWIS COUNTY, WASHINGTON*

**RE:** Resolution to approve a Collective Bargaining Agreement between Lewis County and the Corrections Deputies for calendar years 2018-2019 ) ) ) ) RESOLUTION NO. 17-323

**WHEREAS**, the Board of County Commissioners, Lewis County, Washington, has reviewed the 2018-19 Collective Bargaining Agreement between Lewis County and the Corrections Deputies Guild, representing the Sheriff's Office Corrections Deputies; and,

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

**NOW THEREFORE BE IT RESOLVED** that the aforesaid Collective Bargaining Agreement between Lewis County and the Lewis County Corrections Deputies represented by the Corrections deputies Guild is hereby approved and the Board of County Commissioners is authorized to sign the same.

PASSED IN REGULAR SESSION this 30th day of October, 2017.

ATTEST:

Rieva Lester, ~~CMC~~ Clerk of the Board

SEAL OF LEWIS COUNTY WASHINGTON BOARD OF COUNTY COMMISSIONERS SINCE 1845 WASHINGTON'S 1st COUNTY

BOARD OF COMMISSIONERS
for Lewis County, Washington

Gary Stamper, Chair

Edna J. Fund, Vice-Chair

Robert C. Jackson, Commissioner

APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney

By : _____

# AGREEMENT BETWEEN

# THE LEWIS COUNTY SHERIFF'S OFFICE

# AND

# THE LEWIS COUNTY CORRECTIONS GUILD

*January 1, 2017 – December 31, 2019*

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## 1. INTRODUCTION

### 1.1. Preamble

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

### 1.2. Purpose

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

## 2. RECOGNITION

### 2.1. Scope of Bargaining Unit

2.1.1. The Employer recognizes the Guild as the exclusive bargaining representative for all full-time and regular part-time classified Civil Service positions under RCW 41.14.070 of the Lewis County Sheriff's Office in the Corrections Bureau, excluding supervisors, confidential employees and all other employees.

### 2.2. Just Cause

2.2.1. No bargaining unit members shall be disciplined except for just cause.

2.2.2. This guarantee shall not apply to "at will" employees, nor shall it apply to any employee who elects to enter into a last chance agreement as an alternative to termination of employment.

## 3. EMPLOYEE DEFINITION

### 3.1. Full-Time Employee

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

### 3.2. Part-Time Employee

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

### 3.3. Probationary Employee

3.3.1. A probationary employee shall be defined as an employee who is serving his or her probationary period, defined as a twelve (12) month timeframe. If during the course of the designated probationary period an employee is unable to perform his/her regular duty assignment as a corrections deputy due to extended leave taken (paid or unpaid), approved temporary modified duty, or other such circumstances greater than two (2) weeks, the probationary period may be extended, after notification to the Guild, for a period of time equal to the number of days the employee was absent and/or unable to perform his/her corrections deputy assignment. During such probationary period, a probationary employee's employment status with the Employer shall be strictly "at will".

### 3.4. Provisional Employee

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

## 4. GUILD SECURITY

### 4.1. Membership Requirement

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

4.1.2. Notwithstanding Subsection 4.1.1., the Employer and the Guild agree that each must safeguard the right of employees to not join the Guild, if an objection is based upon bona fide religious tenets or teachings of a church or religious body of which the employee is a member. In such cases, such employee shall pay an amount of money equivalent to regular Guild dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Guild. The employee shall furnish written proof that such payment has been made. If the employee and the Guild do not reach agreement on such matter, the charitable organization shall be designated pursuant to RCW 41.56.

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

### 4.2. Guild Dues and Initiation

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

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

### 4.3. Guild Representatives

4.3.1. Members of the Guild selected to serve as officers and representatives shall be certified in writing by the Guild President to the Employer. A Guild officer or representative shall be allowed reasonable time to review and process a dispute or grievance during working hours so long as such activity does not unduly disrupt the operations of the Sheriff's Office and provides two (2) hour notice to the on-duty supervisor. The Employer will not incur any overtime liability as a result of this Section.

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

## 5. MANAGEMENT RIGHTS

### 5.1. Customary Functions

5.1.1. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer and its management, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and

discretion. 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, lay off and recall to work employees;

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

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

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

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

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

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

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

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

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

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

### 5.2. Non-Waiver

5.2.1. The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's management right to exercise such right, prerogative, or function in a particular way, or preclude it from exercising the same in some other way not in conflict with express provisions of this Agreement. However, nothing contained in this provision shall be construed to give the Employer the right to make unilateral changes in wages, hours, and working conditions not covered by this agreement.

### 5.3. Employer Options

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

### 5.4. Performance Standards

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

## 6. EMPLOYMENT POLICIES & DUTIES

### 6.1. Non-Discrimination

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

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

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

## 6.2. Mandatory School and Training Sessions

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

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

6.2.3. The school, training, or certification referred to in Subsections 6.2.1. and 6.2.2. above, shall be mandatory upon each employee requiring the attendance of such employee whether on their off-duty or on-duty time, depending upon when such classes occur. Attendance during actual class time shall be considered working time and shall result in compensation at the applicable rate of pay.

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

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

b) attendance is, in fact, voluntary; and

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

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

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

a) Travel pay shall commence at the employees point of embarkation. In cases where the employee is not required to report to the workplace, and travel begins from his/her residence, pay shall be based upon the location of the residence or the Lewis County Jail, whichever is closer to the training site.

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

6.2.6. Firearms Supplemental Agreement MOU

## 6.3. No Strike Clause

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

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

6.3.3. The Guild agrees and all employees agree, it and they shall not, at any time, authorize, instigate, sanction, cause, participate in, encourage, or support any strike affecting the Employer. Strikes shall also be defined to include, but shall not be limited to, slowdowns, stoppages of work, tie-ups, sit-ins, mass absences due to sickness or other reasons, demonstrations, picketing (except where constitutionally permitted), boycotts, obstructionism, or any other form of concerted activity such as disruption, interruption, or interference in any manner or kind whatsoever with any and all operations, facilities or activities of the Employer. The Guild and the employees agree that they will not honor any picket line established by any labor organization in the event of being called up to cross such picket line in the performance of duty.

6.3.4. Employees covered by this Agreement who engage in any of the foregoing prohibited actions shall be subject to such disciplinary or discharge actions as may be determined by the Employer including, but not limited to, recovery of 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. Notwithstanding this subsection, any employee discipline is subject to the terms and restrictions of this Agreement, including, but not limited to, just cause.

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

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

## 6.4. Jury Duty

6.4.1. An employee shall be allowed time off without loss of pay for serving on jury duty. Any compensation, excluding mileage received by the employee from the court for performing such service, shall promptly be refunded to the Employer and all other employees are required to seek such compensation from the court. Jury service compensation in Lewis County Superior Court or District Court shall be waived. This Subsection does not apply to days served when the employee was not scheduled for 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. After consultation and approval from their supervisor, employees who work on a swing or graveyard shift who serve on a jury may, in the supervisor's discretion, be relieved from working their regular scheduled work shift on each day of jury service.

## 6.5. Military Leave

6.5.1. An employee who is a member of a military reserve force of the United States or of the State of Washington shall be entitled to and shall be granted military leave of absence from county employment, not to exceed twenty-one (21) workdays during each October 1 through September 30. Such leave shall be granted in order that the person may take part in active training duty in such manner and at such times as he or she may be ordered to active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might be otherwise entitled, and shall not involve any loss of efficiency rating, privileges or pay (RCW 38.40.060). During the period of military leave, the employee shall receive from the Employer his or her normal pay. Any additional leave will be considered under applicable law.

## 6.6. Equipment and Safety

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

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

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

6.6.4. Safety Review. Employees may request a Safety Review per Lewis County Sheriff's Office policy by simultaneous notification of the chain of command, to include their immediate supervisor, Lieutenant, and Bureau Chief. The County will provide a written answer to the employees and the Guild within 30 days of the request.

## 6.7. Personnel Files

6.7.1. Whenever an entry, in accordance with the Civil Service Rules and Regulations, is made by the Employer into an employee's Civil Service file, a duplicate copy shall be supplied to the employee as soon as reasonably practical. Each employee shall have the right to inspect and/or obtain a copy of any documents in the possession of the Lewis County Sheriff's Office which specifically relate to his/her employment. Unless otherwise coordinated through the employer, inspection shall occur at the LCSO premises during usual business hours, and with prior notice. With regards to these documents, the employer will not maintain any secret files. Notwithstanding the foregoing clause, an employee may not inspect or copy any such document contained in an individual's Background Investigation File, and/or being used in an ongoing internal and/or criminal investigation, nor any document subject to attorney-client and/or attorney work product privilege.

6.7.2 In the event that the Sheriff's Office receives a request for a document or documents relating to a specific employee, and if the Office's legal counsel believes that the employee stands a reasonable prospect of obtaining an injunction to prohibit the release of the document(s), then the Office shall give that employee 14 days' notice before releasing the document(s) to the requesting party so that the employee may have the opportunity to retain legal counsel and to seek an injunction prohibiting the release of the document(s). The notice shall identify the name of the requesting party and describe the document(s) with particularity. In the alternative, a copy of the request may be provided to the employee with the notice.

6.7.3 A timed letter of reprimand in an employee's personnel file shall be removed after the date on which the letter states that it becomes stale (times out). However, timed letters may be retained elsewhere within the Sheriff's Office, for potential use in relation to future personnel decisions (other than disciplinary actions) pertaining to the employee.

## 6.8. Civil Service Conflict

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

6.8.2. In matters involving suspension, demotion or termination, the employee or the Guild may elect to process any dispute or question through either the Lewis County

Civil Service Commission or through the grievance process outlined in Section 10 of this agreement.

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

### 6.9. Special Assignments

6.9.1. All appointments to a special assignment shall be open for employee requests 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.

### 6.10. Civil Liability

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

6.10.2. 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.

6.10.3. As used in this Section 6.10., the term employee includes a former employee of Lewis County.

## 7. DISCIPLINARY INVESTIGATIONS

### 7.1. Citizen Complaints

7.1.1. Citizen complaints appearing to involve criminal misconduct may be forwarded to the appropriate investigating authority.

7.1.2. A non-criminal citizen complaint will not be accepted until the complaint is reduced to writing and signed or acknowledged by the complainant.

## 7.2. Supervisory or In-House Complaints

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

## 7.3. Interviews & Hearings

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

a) Investigations into allegations of employee misconduct shall be classified in the notice as either "Type I or Type II". If notice of a Type I complaint is given, the range of discipline may be any of the disciplinary actions (i.e. documented warning through discharge). For a Type II complaint, discipline will not be greater than a written reprimand. The notice can be amended at any time during the course of the investigation, provided that an amended notice is provided to the employee and the Guild. The outcome of the Type I/Type II investigations shall be a finding that is categorized as either "sustained," "not sustained" or "unfounded."

b) At a reasonable time (at least forty-eight (48) hours) in advance of the investigative interview, the employee shall be informed in writing, with a copy to the Guild, of the nature of the investigation; the specific allegations related thereto; and the policies, procedures and/or laws that form the basis for the investigation; and shall be advised that an opportunity to consult with a Guild representative will be afforded prior to the interview. The employee may waive the forty-eight (48) hour notice in writing only.

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

d) If the complainant has filed a formal complaint regarding an action or inaction of an employee and the Employer deems further investigation is necessary, the employee shall be provided a copy of the complaint as soon as practical, with a copy forwarded to the Guild. This section shall not require the creation of a document that does not already exist.

e) The employee shall have the right to have a Guild representative present during any interview, which may reasonably result in discipline of the employee. The

Guild representative may not obstruct or hinder the interview, but he/she can clarify points, ask questions or point out pertinent information to assist in gathering facts. The opportunity to have a Guild representative present at the interview or the opportunity to consult with a Guild representative shall not unreasonably delay the interview beyond forty-eight (48) hours. However, if the interview begins with the consent of the employee in the absence of a Guild representative, but during the interview the employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the employee shall be allowed a reasonable time in which to obtain a Guild representative.

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

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

h) The employee shall be required to answer any question concerning a non-criminal investigation and shall be afforded all rights and evidentiary privileges to which the employee is entitled under State or Federal laws. The Employer will give the appropriate Garrity Warnings as required.

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

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

k) All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information that is developed during the course of the interview.

l) If the Employer records the interview, a copy of the recording will be made available upon employee or Guild request.

m) Interviews and investigations shall be concluded without unreasonable delay.

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

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

a) The basis of the alleged infraction;

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

c) Advice to the employee of his or her right to Guild representation during the hearing.

7.3.3. A copy of the complete investigation will be provided to the employee or Guild upon written request.

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

7.3.5. The employee may, if the employee wishes, waive participation in a pre-disciplinary hearing. Once the Employer has afforded the employee the opportunity of a pre-disciplinary hearing and the employee chooses not to participate, the Employer may proceed with disciplinary action.

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

7.3.7. Should the Employer fail to adhere to the timelines set forth in this section regarding the scheduling of hearings or the issuance of resolutions, such matters will be deemed closed and not subject to further redress. It is understood by the parties

that due to the nature of certain specific cases that either party may require an extension to the aforementioned timelines to properly investigate or process the matter. The granting of extensions shall be on a case-by-case basis and shall not be unreasonably withheld.

7.3.8 The parties recognize that training is critical in preventing and responding to use of force situations. The agency recognizes its obligation to provide ongoing training in this area. In addition, the agency will have comprehensive and up-to-date policies and procedures in place to consistently deal with and investigate all use of force situations. No statement will be required from the affected employee within twenty-four (24) hours of a use of force incident. However, the employee may be required to provide a timely public safety statement (as that term commonly is understood in the law enforcement community) with respect to the incident.

7.3.9 As used in this Agreement, the term "Brady Designation" means a designation of a law enforcement officer by a federal, state, or local prosecutor in the manner required by the decision of the United States Supreme Court in the case of Brady v. Maryland, 373 U.S.83 (1963) and related and/or analogous federal and state case law. As used in this section, the term 'adverse action' includes, but is not limited to disciplinary action, denial of a promotion, work assignments, and other personnel action.

Any other provision of this Agreement to the contrary notwithstanding, the employer may take adverse action against any employee subject to a "Brady Designation"; however, such action shall be based solely upon the employee's act of alleged misconduct which resulted in such designation, and such action shall not be based upon the "Brady Designation" alone. Documents reflecting the employee's "Brady Designation" are subject to disclosure in response to a properly worded request pursuant to the Public Records Act.

## 8. COMPENSABLE HOURS

### 8.1. Hours of Work

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

8.1.2. If an employee is placed on a twenty-eight (28) day cycle, one additional day off will be given to each employee and each employee shall be required to participate, as a condition of the receipt of such day off, in one (1) four (4) hour training block each

twenty-eight (28) day cycle. Such training shall be contiguous with the employee's regularly scheduled workdays unless the training is a make-up of a mandatory training session. Provided, however, employees shall be guaranteed a minimum of eight (8) hours off between a regular shift and training block.

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

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

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

8.1.6. Shift Adjustments: An employee shall be provided with forty-eight (48) hours notification prior to adjusting the employee's scheduled shift. Individual employees may waive the forty-eight (48) hour notice. Mandated changes of less than forty-eight (48) hours shall result in payment of overtime wages for all hours worked outside of the employee's regularly scheduled shift.

8.1.7. An employee who is required to work more than 16 hours in a 24-hour period shall, after the 16th hour, receive an eight (8) hour uninterrupted rest period. If the rest period extends into the employee's next shift, the employee's shift can be adjusted to accommodate the rest period and the employee's leave bank will not be debited. If, due to operational necessity, an employee is required to work during the rest period, compensation will be at the rate of one-and-one-half times the regular rate of pay for hours worked. An employee who can reasonably anticipate working 16 or more hours shall notify their supervisor of total hours worked before working the 14th hour or this subsection does not apply. If an employee schedules work beyond their regularly scheduled work day that exceeds 16 hours, this subsection does not apply.

**8.2. Overtime**

8.2.1. Any work performed in excess of forty (40) hours per week or eight (8) or ten (10) hours per day, depending on the employee's assigned shift, shall be paid at the rate of time and one-half the regular rate of pay, or paid in the form of compensatory time off in accordance with the compensatory time provisions of Section 8.5. All overtime shall be authorized by the employee's supervisor and approved by the Sheriff's designee.

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

8.2.3. In the event of a staffing absence, which causes a staffing level below the applicable minimum, the Employer shall offer the work opportunity to an employee from the same classification on the basis of seniority, which caused the drop below staffing minimum. Should a same classification employee not be available, the Employer may fill the vacancy with qualified personnel on the basis of seniority within established policy guidelines.

## 8.3. Shift Differential

8.3.1. A shift differential of twenty cents (.20¢) per hour shall be paid to those employees who work a shift other than day shift without rotating. Notwithstanding the foregoing, shift differential pay shall not be available to: (a) a probationary employee during probation and for the duration of the applicable annual bid cycle, or (b) for an employee whose shift was established by the Employer based upon an upheld or non-appealed disciplinary sanction against that employee, or (c) for an employee who volunteers to work a particular shift, and/or (d) an employee whose shift assignment is determined by the shift bidding process.

## 8.4. Working Out of Classification

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

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

## 8.5. Compensatory Time

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

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

8.5.3. With the prior approval of the Employer, an employee may convert to pay all or part of accrued compensatory time, to be paid at the accruing employee's current applicable rate of pay. A request for cash out of accrued compensatory time shall be

made in writing, specifying the number of hours to be cashed out, and submitted to the Sheriff, or his designee, for consideration on or before the 20th of the current payroll month.

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

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

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

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

8.5.8. An employee who retires, is terminated, laid off, or in case of death, the employee's designated beneficiary or estate, shall be paid by the Employer on the ensuing payday for any unused accrued compensatory time at the employee's regular rate of pay.

## 8.6. Call Back Time

8.6.1. There will be a guarantee of two (2) hours pay at the applicable overtime rate from time of scheduled arrival at work, including for scheduled meetings. Any time over such guarantee will be paid for the actual time worked at the applicable hourly rate of pay.

## 8.7. Court Time

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

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

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

8.7.4. The minimums shall be applicable when an employee is directed to appear and in the event a scheduled court case is canceled with less than twelve (12) hours actual notice being provided to the employee. As a condition to the right to receive compensation under this Article, an employee must have contacted the Sheriff's trial scheduling personnel between 1600 and 1700 hours on the last courthouse day prior to the trial day, in order to determine whether the employee's presence at trial is needed.

## 8.8. Rest & Lunch Breaks

8.8.1. 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.

8.8.2. An employee shall be entitled to a thirty (30) minute paid lunch break during the approximate midpoint of their shift, except in the case the alternate 12-hour schedule is in effect then employees shall be permitted, during the course of their shift, two (2) thirty (30) minute lunch breaks, all such breaks to be taken as time permits.

## 8.9. Specialty Assignments and Interpreters

8.9.1. Instructors, Field Training Officers, and OIC's holding Specialty Assignments.

8.9.2. Designation. The tasking of an employee to a Special Assignment as a Field Training Officer, Instructor, Interpreter, or Officer-in-Charge shall at all times be an exclusive management prerogative. In no circumstances shall an employee enjoy any property right in such a tasking. Management may revoke any such tasking at any time, for any lawful reason. As used herein the term "lawful reason" means a reason other than the employee's race, creed, color, national origin, parental status, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability.

8.9.3. Officers in Charge (OIC). An OIC is a Corrections Deputy assigned to serve as a lead Corrections Deputy. The principal duties are:

a) To provide mentoring, on a routine basis and as required, to other Corrections Deputies to be a ("go to" person), and;

b) To supervise Corrections Deputies when no Sergeant or Acting Sergeant is immediately available within the Jail to provide such supervision.

8.9.4. Compensation for OIC. An employee appointed by personnel order as an OIC shall receive an additional $90.00 per month while so assigned.

8.9.5. FTO Instructor: An employee designated as a Field Training Officer LCSO personnel order shall receive an additional $1.25 per hour added to his/her regular salary, while so engaged.

8.9.6. An employee assigned by Personnel Order as a Firearms or Defensive Tactics Instructor, or the Compliance Officer, shall receive an additional $80 per month while so assigned. Also, if an employee is assigned by Personnel Order as the agency Firearms Program Coordinator, they shall receive an additional $110 per month, instead of the Firearms Instructor pay.8.9.7.

Simultaneous Specialty Incentives: An employee may hold multiple Specialty Assignments simultaneously. For instance, a Firearms Instructor may also be appointed as an FTO. However, no employee shall be compensated for more than one Specialty Assignment at a time. When holding multiple Specialty Assignments, an employee shall receive the highest applicable rate of compensation for each hour worked. Notwithstanding, employees assigned as an OIC may be compensated for one additional Specialty Assignment while so assigned.

8.9.8. Interpreters: An employee who has been assigned by the Employer to provide conversational language services shall receive an extra 1% of base pay while assigned to such duties. Additionally:

a) An employee's ability to speak an approved language conversationally shall be determined by completion or 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 qualifications.

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

c) Employees must re-qualify to retain the one percent (1.0%) bilingual pay by successfully passing the test once every three (3) years. The County will pay the cost of testing for one (1) attempt at re-qualification. Subsequent re-qualifications attempts will be at the expense of the employee.

## 9. EMPLOYEE BENEFITS

### 9.1. Benefit Eligibility

9.1.1. Employees shall receive vacation/sick leave, and medical/dental/vision

benefits under the following qualifiers: Employees who are compensated for eighty (80) hours or more in a calendar month shall receive 100% of all benefits set forth in this agreement; employees with less than eighty (80) compensable hours per month shall have the benefits provided under this agreement prorated; part-time employees with less than twenty-eight (28) compensable hours per month shall receive no benefits.

## 9.2. Holidays

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

| | |
|---|---|
| New Year's Day | January 1 |
| Martin Luther King's Birthday | 3rd Monday of January |
| President's Day | 3rd Monday of February |
| Memorial Day | Last Monday of May |
| Independence Day | July 4th |
| Labor Day | 1st Monday of September |
| Veteran's Day | November 11 |
| Thanksgiving Day | 4th Thursday of November |
| Day after Thanksgiving | 4th Friday of November |
| Christmas Day | December 25 |
| Personal Day (1) | See 9.2.2. Paragraph 1 |
| Gubernatorial Holiday | See 9.2.2. Paragraph 2 |

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

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.

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

9.2.4. An employee who works on a holiday, which is his/her regular scheduled workday, shall receive time and one-half (1 1/2) for all hours worked that day in addition to his/her regular salary. The holiday is midnight to midnight and the employee shall receive time and one half (11/2) pay for actual hours worked falling on the holiday.

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

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

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

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

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

## 9.3. Vacation

9.3.1. All regular full-time employees shall accrue vacation in accordance with the following schedule. Eligible part-time employees shall accrue vacation on a pro-rated basis. Vacation leave is accrued but may not be taken until after an employee has completed six (6) consecutive months of employment. Actual accrual shall be made on a monthly basis.

| Months of County Service | Accrual Rate Hours Per Month | Accrual Rate Hours Per Year |
|---|---|---|
| 1 – 12 | 8.00 | 96 |
| 13 – 24 | 8.66 | 104 |
| 25 – 36 | 9.33 | 112 |
| 37 – 48 | 9.33 | 112 |
| 49 – 60 | 10.00 | 120 |
| 61 – 72 | 10.00 | 120 |
| 73 – 84 | 11.33 | 136 |
| 85 – 96 | 11.33 | 136 |
| 97 – 108 | 12.00 | 144 |
| 109 – 120 | 13.00 | 156 |
| 121 – 132 | 13.66 | 164 |
| 133 – 144 | 13.66 | 164 |
| 145 – 156 | 14.33 | 172 |
| 157 – 168 | 14.33 | 172 |
| 169 – 180 | 15.00 | 180 |
| 181 – 240 | 16.00 | 192 |
| 241+ | 16.33 | 196 |

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

9.3.3. An employee on vacation who is required to attend court pursuant to Section 8.7., Court Time, or is called back to duty pursuant to Section 8.6, Call Back Time, shall receive pay in accordance with that Section. Additionally, the employee shall not be charged a vacation day. 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 Subsection.

9.3.4. An employee desiring to schedule vacation for the ensuing calendar year shall provide a written vacation request to the Department not later than December 31st of the current year or not later than thirty (30) days prior to implementation of the new annual shift schedule, whichever is later. The Employer shall approve, reject, or ask for rescheduling not later than January 31st of a vacation year or before the time of implementation of the new annual shift schedule, whichever is later. Conflicts of requested time shall be resolved on the basis of seniority preference within rank. Second or subsequent requests shall be responded to by the Employer within fifteen (15) days of the date of such written second or subsequent request. Once scheduled and approved, an employee's vacation shall not be changed without mutual agreement of the Employer and the employee or unless an emergency exists. The term "emergency" shall not include Employer scheduling errors, trials for non-felonies, or felony trials where no violation of the 60/90 day rule would result. Not more than one (1) sergeant shall be permitted to be on vacation at the same time. Not more than two (2) corrections deputies shall be permitted to be on vacation at the same time. Exceptions to these ceilings may be granted at the sole discretion of the Corrections Chief.

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

9.3.6. An employee who separates from County employment shall be paid for a prorated portion of accrued days. Annual leave may be accrued to a maximum of three hundred twenty (320) hours, subject, however, to potential loss of that portion of the accrual in excess of two hundred forty (240) hours.

a) An employee who separates from employment shall be paid by the Employer on the ensuing payday for any unused accrued annual leave, but in any event not to exceed a maximum of two hundred forty (240) hours. In the case of death, the payment shall be made to the employer's designated beneficiary or estate. Payout will be at the employee's regular rate of pay. If an employee is discharged or separates within the first six (6) months of employment, no accrued annual leave shall be payable.

9.3.7. In the event a scheduled vacation is canceled pursuant to the provisions of Subsection 9.3.4., or a vacation request is denied by the Sheriff by reason of operational requirements, and in the event such cancellation or denial impacts the maximum three hundred twenty (320) hour accrual, at the discretion of the Employer, the employee shall either be allowed to accrue above the three hundred twenty (320) hour maximum or will be paid for the excess accrual above the maximum at the employee's applicable straight time rate of pay. In the event that the Sheriff permits the accrual ceiling to be exceeded, the employee must pull back within the three hundred twenty (320) maximum within ninety (90) days of the date of exceeding the maximum, or the employee will be paid back to the three hundred twenty (320) hour maximum. The Sheriff shall have the discretion to reduce such excess accrual by pay any time during such ninety (90) day period.

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

9.3.9. If an employee's vacation is interrupted by self or family illness as defined in Section 9.6., upon returning from vacation an employee may apply to the Jail Administrator for consideration of changing a portion of such vacation time to sick leave in lieu of vacation time. Actual hours of use of sick leave must fully comply with all requirements of Section 9.6. In addition, the employee shall be required to document such illness by producing a letter from a medical doctor verifying the illness or necessity of attendance. This provision is intended to impose a duty for all hours, not just those in excess of three (3) work days as set forth in Subsection 9.6.3.

## 9.4. Health and Welfare Insurance

9.4.1. Guild will make all reasonable efforts to encourage member participation in the WCIF Wellness Program.

9.4.2. Effective January 1, 2015, the Employer will contribute toward premium expenses for the Washington Counties Insurance Fund (WCIF) 500 health care plan, as well as County-offered dental, vision, and life insurance plans on a cost share basis of ninety-five percent (95%) Employer and five percent (5%) employee. Employee cost share will be paid via payroll deduction.

## 9.5. Bereavement Leave

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

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

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

## 9.6. Sick Leave

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

9.6.2. An employee may take leave for illness, requiring the employee's attendance, in their immediate family. "Immediate family" shall include only persons related by blood, marriage or legal adoption in the degree of consanguinity of grandparent, parent, wife, husband, brother, sister, child, or grandchild, and any relative living in the employee's household. An employee may use accrued sick leave for maternity or paternity purposes. Any absence for an illness, sickness, disability, or maternity or paternity shall constitute a debit against accrued sick leave, with actual time absent constituting the amount of debit, rounded up to the half hour.

9.6.3. An employee who takes more than three (3) workdays of sick leave for any one illness for self or for illness in the immediate family may be required by the Sheriff, or his designee, to produce a letter from a medical doctor verifying the illness or necessity of attendance. With repeated absences or use of sick leave, the employer can request medical evaluation of the employee at the Employer's cost.

9.6.4. 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.

9.6.5. Employees shall be entitled to family medical leave under the provisions of the Washington State Family Care Act, and the Family Medical Leave Act, as amended by Act of Congress from time to time.

9.6.6 Temporary Modified Duty: During periods when an employee is off for non-duty leave due to illness or injury, temporary modified duty assignments may be made by the Employer in its sole discretion, under the following conditions:

a) The temporary modified duty assignment is appropriate given the illness or injury of the employee. Any medical expenses shall be the responsibility of the employee.

b) The temporary modified work schedule is approved by the treating physician.

c) The schedule shall allow for rehabilitation by the employee using appropriate leave during the workday, if necessary.

d) Temporary modified Duty Assignments may be granted for a period not to exceed 90 days.

## 9.7. Longevity

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

| | |
|---|---|
| After six years | $ 36.00 per month |
| After seven years | $ 42.00 per month |
| After eight years | $ 48.00 per month |
| After nine years | $ 54.00 per month |
| After ten years | $ 60.00 per month |

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

## 9.8. Uniform and Equipment Allowance

9.8.1. The Employer shall maintain a uniform and equipment account to assure each employee has the necessary uniforms and equipment needed to perform his/her job duties. An employee, in order to access such uniform and equipment funds, shall present to the Employer a request for the uniform or equipment which he or she desires to purchase. The employee shall demonstrate to the Employer the need to replace or purchase any item. The Employer shall, upon approval of the request, pay the creditor directly or allow the employee to purchase the item and submit the invoice for reimbursement. Any funds not used during a calendar year shall not carry over to the next calendar year.

9.8.2. 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.

9.8.3. 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.

9.8.4. 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.

9.8.5. 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 Corrections Sergeant picked by the existing sergeants, a Corrections Deputy picked by the Bureau Chief, a Corrections Deputy picked by the Bargaining Unit, and a bargaining unit representative. This board shall review the request and decide on whether to accept or deny the request. The decision of the board will be binding and final on both the Guild and the Employer.

9.8.6. Donning and Doffing. The employer will not compensate employees for time spent putting on or taking off protective clothing or gear.

## 9.9. Educational Incentive

9.9.1. As an educational incentive, each employee who holds an associate degree shall be entitled to an additional three percent (3.00%) of his/her base salary each calendar month, each employee who holds a bachelor's degree shall be entitled to an additional five percent (5.00%) of his/her base salary each calendar month, and each employee who holds a Master's degree shall be entitled to an additional six percent (6.00%) of his/her base salary each calendar month.

Degrees must be issued by an institution accredited by a regional accrediting agency (e.g., Northwestern Association of Schools and Colleges, or the Western Association of Schools and Colleges).

## 9.10. Educational Reimbursement

9.10.1. 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.

9.10.2. 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.

9.10.3. 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.

9.10.4. 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;

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

9.10.5. 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.

9.10.6. 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.

**9.11. Death Benefit**

9.11.1. Upon the death of any employee, the Employer shall pay to the employee's designated beneficiary or, if none, as described in the Beneficiary Designation form provided by the Lewis County Auditor, an amount equal to one (1) month's pay at the individual employee's regular rate of pay, provided, however, such amount shall be no less than three thousand dollars ($3000.00). Such payment shall be made on a

separate check and shall not be considered wages for time worked.

## 10. GRIEVANCE PROCEDURE

### 10.1. Purpose

10.1.1. For purposes of this Article, a grievance is defined as a dispute or complaint arising under and during the term of this Agreement, involving an alleged misapplication or misinterpretation of an express provision of this Agreement. This grievance procedure shall be the exclusive means for resolving such grievances, except as outlined in Section 6.8 of this agreement.

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

### 10.2. Processing Steps

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

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

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

### 10.3. Arbitration

10.3.1. Within fourteen (14) calendar days of the Employer's receipt of the 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 Public Employment Relations Commission.

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

a) The arbitrator shall have no power to render a decision that will add to, subtract

from or alter, change, or modify the terms of this Agreement, and his power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

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

c) The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the 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 attorneys' fees. Both parties shall equally share the cost of an independent arbitrator.

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

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

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

## 11. EMPLOYEE COMPENSATION

### 11.1. Salaries

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

### 11.2. Computation of Hourly Rates of Pay

11.2.1. 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 education, shift differential, longevity,

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

### 11.3. Step Advancement Qualifiers

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

11.3.2. Upon thirty-six (36) months consecutive service with the Employer in a designated classification, a Step II employee shall be on Step III.

11.3.3. Upon sixty (60) months consecutive service with the Employer in a designated classification, where applicable, a Step III employee shall be placed on Step IV.

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

| Classification | Step I | Step II | Step III | Step IV |
|---|---|---|---|---|
| | | | | |
| | 0-12m | 13-36m | 37-60m | 61+m |

### 11.4. Payday

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

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

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

### 11.5. Payroll Change

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

11.5.2. Once the new payroll system is instituted, the provisions in Subsection 11.4.1., 11.4.2., and 11.4.3. will no longer apply and will be considered cancelled.

## 12. SENIORITY

### 12.1. Seniority Standing

12.1.1. Each employee shall have seniority standing equal to such employee's continuous length of service with this employer in the entry level Civil Service classification of Corrections Deputy.

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

### 12.2. Layoff

12.2.1. In the event of a layoff of regular employees, such employees shall be laid off in reverse order of seniority. Employees laid off shall be recalled to their bureau in reverse order of their layoff, i.e., last laid off, first to be recalled.

12.2.2. The Corrections Bureau shall include the following classifications:

Custody Staff: Corrections Lieutenant, Corrections Sergeant, Corrections Deputy

12.2.3. The Custody Staff classification listed above are reflective of the Civil Service classifications in existence at the time this Agreement was adopted and are not intended to preclude newly created Civil Service classifications which may be covered by the terms and conditions of this Agreement. In the event of layoff, employees working special duty assignments, i.e., Office Staff, Transport Officer, etc., shall utilize their

seniority date established as a Corrections Deputy.

12.2.4. When employees have the same seniority date, ties shall be broken by the level of placement on the Civil Service hiring list, with the higher list position resulting in the highest seniority placing.

### 12.3. Shift Bidding

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

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

## 13. NON-BARGAINING UNIT PERSONNEL

### 13.1. Limitations

13.1.1. Any overtime opportunity which arises due to the unavailability of bargaining unit members (whether due to sickness, vacation, training, or other cause) shall be offered to other bargaining unit members, except in cases of unforeseen emergency. For the purpose of this provision:

a) "Offered" means the application of the procedure for filling overtime shifts set out in the Sheriff's Officer Policy PRO 05.01.011 (including any amendments thereto), or any replacement policy which may be issued by the Lewis County Sheriff's Office from time to time; and

b) "Unforeseen emergency" means;

1. A situation of riot, war, or natural disaster; or

2. A situation in which an open shift exists in which there is an imminent staffing shortage and in which the County does not have a reasonable opportunity to offer the work to a member of this bargaining unit.

## 14. SEVERABILITY

### 14.1. Repealer in Conflict with Law

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

## 15. REORGANIZAION TO DEPARTMENT STATUS

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

## 16. DURATION OF AGREEMENT

16.1.1 This Agreement shall be effective as of January 1, 2017, and shall remain in full force and effect to and through December 31, 2019.

Signed this 30th day of October, 2017.

Lewis County Corrections Guild

David W. Rodkey, President

Vernon Z. West, Vice-President

Board of County Commissioners, Lewis

Gary Stamper, Chair

Edna J. Fund, Vice Chair

Robert C. Jackson, Commissioner

Attest:

Rieva Lester, Clerk of the Board

LEWIS COUNTY SHERIFF'S OFFICE
Lewis County, Washington

Robert R. Snaza, Sheriff

## 17. APPENDIX A – SENIORITY DATES

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

### CORRECTIONS BUREAU SENIORITY DATES

*(Including Director Williams & Deputy Internal Transfers)*

***Revised October 19, 2017***

| EMPLOYEE | DATE OF HIRE | DATE OF RANK |
|---|---|---|
| **CAPTAIN** | | |
| Christopher D. Tawes | 11/08/00 | 02/10/12 Lieutenant<br>04/18/06 Sergeant<br>10/17/16 Captain |
| **LIEUTENANT** | | |
| Joyce E. McCoy | 07/21/85 | 08/10/98 Sergeant<br>02/01/17 Lieutenant |
| **SERGEANTS** | | |
| Ronald D. Anderson | 04/15/97 | 07/17/05 |
| Amber L. Wilson | 05/03/04 | 09/15/14 |
| Ricky K. Claxton, Jr. | 03/19/01 | 02/02/15 |
| Curtis L. Lamping | 05/27/08 | 06/13/16 Sergeant |
| Andrea C. Lowe | 02/06/12 | 06/17/16 Sergeant |
| Ona J. Felker | 06/14/04 | 02/01/17 Sergeant |
| **CORRECTIONS OFFICERS** | | |
| Sean P. Heppe | 11/14/94 | |
| Timmy E. Giese | 01/13/97 | |
| Gary R. Allen | 04/23/97 | |
| Kevin R. Dickey | 04/01/99 | |
| David W. Rodkey | 03/26/02 | |
| Tifanie B. Reynolds | 06/03/02 | |
| Lise K. Strahle | 10/23/02 | |
| Stanley G. Langland, Jr. | 01/26/04 | |
| Vernon Z. West, Jr. | 02/09/04 | |
| Juan F. Garcia | 11/30/05 | |
| Charlotte R. Garcia | 12/01/05 | |
| Julie M. Frank | 06/07/04 | 03/06/06 Corrections Deputy |
| Jeremy L. Engel | 12/04/06 | |
| William L. Wood | 07/16/07 | |
| Kevin L. Schultz | 08/13/07 | |
| David L. Harper | 05/28/08 | |
| Knut I. H. Larsen | 09/19/11 | |
| RJ Wheeler | 02/12/13 | |

| | | |
|---|---|---|
| Chad A. Foglesong | 12/02/13 | |
| Jeffrey F. Martin | 05/13/14 | |
| Kelly M. Palacios | 06/23/14 | |
| Kimberly A. Crook | 08/25/14 | |
| Kyle H. Cook | 04/06/15 | |
| Tiffany R. Tornow | 12/16/15 | |
| Kelsey M. Williams | 05/16/16 | |
| Abraham I. Blaylock | 06/01/16 | |
| Sheena M. Woods | 06/06/16 | |
| Preston M. McGlamery | 06/27/16 | |
| Jesse E. Anderson | 07/05/16 | |
| Tammy J. Hartley | 08/08/16 | |
| Rickey R. Gould | 11/15/16 | |
| David D. J. Albright | 12/19/16 | |
| Preston C. Hagmann | 02/01/17 | |
| Andrew R. Corey | 05/01/17 | |
| Joe W. Ronsley | 06/01/17 | |
| Kiara M. Husser | 06/05/17 | |
| Lacey C. Clutter | 07/03/17 | |
| Bradley S. Garnas | 07/05/17 | |
| Eric C. West | 09/11/17 | |
| Joseph J. Kassabian | 10/16/17 | |
| **OTHER** | | |
| Isabelle M. Williams | 01/01/85 | 01/01/95 Director Property Mngt<br>03/01/89 Sergeant |
| Emmet K. Woods | 10/01/15 | 11/06/16 Operations Deputy |
| Julie S. Jacobo | 01/04/16 | 11/07/16 Operations Deputy |
| Jared M. Kasinger | 01/06/14 | 06/19/17 Operations Deputy |
| Sage M. Albright | 02/02/15 | 07/10/17 Operations Deputy |

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

## 18. APPENDIX B – SALARY SCHEDULE 2017

18.1. 2017 Wages: The Salary Schedule listed below includes a two and a half (2.5%) increase over the 2016 wage and becomes effective January 1, 2017.

| Classification | Step I | Step II | Step III | Step IV | |
|---|---|---|---|---|---|
| | 0-12m | 13-36m | 37-60m | 61+m | |
| | | | | | |
| Corrections Deputy | 3646 | 3940 | 4167 | 4498 | |

## 19. APPENDIX C – SALARY SCHEDULE 2018

19.1. 2018 Wages: The Salary Schedule listed below becomes effective January, 2018 and represents a three percent (3%) increase over 2017 wages.

| Classification | Step I | Step II | Step III | Step IV |
|---|---|---|---|---|
| | 0-12m | 13-36m | 37-60m | 61+m |
| | | | | |
| Corrections Deputy | 3755 | 4058 | 4292 | 4633 |

## 20. APPENDIX D – SALARY SCHEDULE 2019

20.1 2019 Wages: The Salary Schedule listed below becomes effective January 1, 2019 through June 30, 2019, and represents a two percent (2%) increase over 2018 wages.

| Classification | Step I | Step II | Step III | Step IV |
|---|---|---|---|---|
| | 0-12m | 13-36m | 37-60m | 61+m |
| | | | | |
| Corrections Deputy | 3830 | 4139 | 4378 | 4726 |

20.2 Additional Adjustment 2019 Wages: The Salary Schedule listed below becomes effective July 1, 2019, and represents a one percent (1%) increase over the initial 2019 wage increase.

| Classification | Step I | Step II | Step III | Step IV |
|---|---|---|---|---|
| | 0-12m | 13-36m | 37-60m | 61+m |
| | | | | |
| Corrections Deputy | 3868 | 4180 | 4422 | 4773 |

## 21. FIREARMS MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding is to expand on Article 6.2 of the Collective Bargaining Agreement between Lewis County and Lewis County Corrections Guild. This agreement will allow four (4) Corrections Deputies who are currently required to be firearms qualified the option of not being qualified. The number of deputies able to opt-out may be increased after further evaluation of staffing needs.

**Opting Out**

After a deputy has completed his/her probationary period as described in the current Collective Bargaining Agreement, including meeting the requirement in Article 6.2, is unable to qualify during a qualification shoot, the deputy may elect not to be firearms qualified. Deputies wishing to opt out as a result of failure to qualify, must also submit their request in writing to Administration. If there are not four deputies already opted out, the request may be approved immediately. If at the time the deputy submits their request, there are already four deputies opted out, approval will be dependent upon seniority.

**Opting Back In**

If a deputy elects to become firearms qualified, the deputy must wait until the next scheduled shoot to attempt to re-qualify. Deputies wishing to opt back in, must submit their request in writing to Administration at least two weeks prior to a scheduled qualification shoot.

**Remedial Training**

Remedial training is defined in the agency policies.

Remedial training will only be given to deputies who are qualified at the time of the shoot and fail to qualify.

Any deputy requiring remedial training more than once in a twenty-four (24) month period, will be considered unqualified and must wait until the next scheduled shoot to attempt re-qualification.

**Seniority**

In the event more than four (4) deputies have failed to qualify, the option to not be qualified will be based on current classification seniority. In this event, the deputy with the least seniority will be mandated under the current language in Article 6.2 of the Collective Bargaining Agreement and agency policy to become qualified.

**Duties**

Deputies on the non-qualified list shall not engage in duties requiring firearms; any out of facility prisoner transports, or responses to courthouse, etc. These deputies shall not be allowed to sign up for overtime details requiring armed services.

The deputies on the non-qualified list shall return their agency issued firearm and related gear to the firearms instructor.

**Pay Scale**

Deputies', who are unable to qualify, salary will be reduced by One Hundred Fifty dollars ($150.00) per month and their seniority shall be eliminated as it applies to vacation bidding.

Deputies who elect to opt back in, and pass the firearms qualification, will revert back to the appropriate pay scale step based on their seniority in their current classification.

All changes to the rate of pay and seniority will be effective the 1st of the month following the approval by administration.

**Probationary Employees**

Employees who fail to become Arms Qualified during the probationary period will not be covered by this MOU.

At any time either party may initiate an evaluation of this agreement, if that party determines there are insufficient qualified personnel available to properly staff the shifts or if this agreement imposes undue financial or other burdens on a party. The parties will meet and consult in an effort to correct the problem(s) within thirty (30) days. If unable to reach an agreed upon solution to the problem(s), the County reserves the right to revert back to discontinue this agreement. The parties may mutually agree to waive the consultation, and immediately return to language set forth in Article 6.2 of the Collective Bargaining Agreement. Upon discontinuation of this agreement, any deputy who has opted out of firearms qualification will be required to become firearms qualified per the Collective Bargaining Agreement and agency policy. It is agreed by both parties if the employee does not become firearms qualified per the CBA, and agency policy, they will be terminated.

By entering into this MOU, neither party is waiving bargaining rights, either now or in the future. The parties also hereby agree this MOU will not be accorded any precedential value whatsoever in any future disputes which may arise between the parties except disputes seeking to enforce the terms of this MOU.

## 22. 12-HOUR SHIFTS MEMORANDUM OF UNDERSTANDING

Whereas, The Lewis County Corrections Guild and Lewis County Sheriff's Office (Employer) are party to a collective bargaining agreement; and

Whereas, the parties have agreed in the past that some employees of the bargaining unit will work twelve (12) hour shifts with overtime compensation based upon a twenty-eight (28) day work cycle; and

Whereas, for bookkeeping and auditing reasons, the Employer is required to close out its annual fiscal responsibility on December 31st of each calendar year; and

Whereas, thirteen 28-day pay cycles exist in a calendar year accounting for 364 days leaving one (1), or two (2) days (in a leap year), that do not fit into a 28-day cycle; and

Whereas, to ensure employee interests are protected and to allow the Employer to close out the ending calendar year in accordance with accounting requirements, and to facilitate the commencement of a 28-day pay cycle on January 1 of each new calendar year,

NOW THEREFORE, the parties agree as follows:

1) A new twenty-eight (28) day cycle shall commence on January 1, of each successive calendar year.

2) One (1) or two (2) days (in a leap year) will not be part of either the last 28-day cycle of the year or the first 28-day cycle of the following year and will not appear on either schedule.

3) Employees who work these "non-scheduled" days shall receive a like amount of "lotto time" off to be requested, scheduled, and taken within ninety (90} days of the date earned. Scheduling of "lotto time" off is to be by approval of the Jail Administrator 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. In such instances, the "lotto time" will be rescheduled by mutual agreement. Employees who fail to schedule this time off in a timely manner may be subject to having the time off scheduled by the Employer.

4) Overtime shall be computed for the aforementioned days based upon all hours worked in excess of twelve (12) hours in a workday.

5) Employees who are off duty on the aforementioned days shall not be debited sick, vacation, compensatory time or other leave.

6) It is understood that no employee shall suffer a loss of earnings as a result of this understanding.

# BOCC AGENDA ITEM SUMMARY

**Resolution:**

**BOCC Meeting Date:** Oct 30, 2017

**Suggested Wording for Agenda Item:**

**Agenda Type:** Consent

Resolution to approve a Collective Bargaining Agreement between Lewis County & Lewis County Corrections Guild for calendar years 2017-2019

**Contact** Archie Smith

**Phone:** X2747

**Department:** Human Resources

**Action Needed:** Approve Resolution

## Description

Resolution to approve a Collective Bargaining Agreement between Lewis County & Lewis County Corrections Guild for calendar years 2017-2019.

this is a three (3) year agreement from 2017 through 2019.

Changes to the CBA are:

Addition of probationary extension

Clarification of jury duty

Personnel file access by employee or citizen request.

Updated the use of force interview process and Brady designation.

Modification on rest and meal periods to meet 12 hour shift demand.

Added Program Coordinator to specialty assignment.

Wage changes:
1/1/2017 - 2.5% increase over base wage
1/1/2018 - 3% increase over base wage
1/1/2019 - 2% increase over base wage
7/1/2019 - 1% increase over base wage

## Cover Letter To

Becky Butler
Gladis Mendez
Wes Rethwell
Sandy Lupo
Dave Rodkey