COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TEAMSTERS LOCAL UNION #252

(REPRESENTING COMMISSIONED EMPLOYEES)

AND

PACIFIC COUNTY SHERIFF'S OFFICE

January 1, 2014 - December 31, 2016

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1 INTRODUCTION

1.1. Preamble

1.1.1. This Agreement is made and entered into by and between the Board of Pacific County Commissioners ("Board") and the Pacific County Sheriff ("Sheriff") on behalf of the County of Pacific, Washington ("Employer"), and the Chauffeurs, Teamsters & Helpers Union Local No. 252 ("Union") to meet the requirements set forth in Chapter 41.56 of the Revised Code of Washington.

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

2. RECOGNITION

2.1. Authority

2.1.1. All collective bargaining with respect to wages, hours, and other working conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.

2.2. Scope of the Bargaining Unit

2.2.1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all full-time and part-time law enforcement officers (defined in RCW 41.26.030 and Section 5 of this agreement) of the Pacific County Sheriff's Office, excluding employees filling unclassified positions authorized by RCW 41.14.070, and communications, clerical, corrections and emergency appointed employees.

3 UNION SECURITY

3.1. Employment Requirement

3.1.1. It is agreed that all eligible employees shall become members of the Union within thirty one (31) calendar days of employment and shall remain in good standing with the Union during the term of this Agreement as a condition of employment. The rights of non-association of employees based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member is safeguarded in accordance with RCW 41.56.122.

3.1.2. The Employer, upon notification by the Union that an employee has not achieved or maintained good standing in the Union by payment of required dues and initiation fees, agrees to immediately suspend such employee without pay for seven (7) working days or until such time as the individual becomes a member in good standing with the Union, which ever comes first. Employees failing to meet the requirements set forth in this provision shall have their employment terminated by the Employer.

3.1.3. The Union and the employee agree to indemnify and hold harmless the Employer for any loss or damage arising from the operation of this provision.

3.2. Check Off of Union Dues & Initiation

3.2.1. Pursuant to RCW 41.56.110, any employee who is not a member of the Union shall as a condition of employment, pay the Union a monthly service charge equal to the monthly Union dues as a contribution toward the administration of this Agreement. Employees who fail to meet this requirement shall be subject to suspension and/or termination as set forth in Section 3.1., EMPLOYMENT REQUIREMENT. The right of non-association of employees based on bona fide religious tenets or teachings of a church or religious body an employee is a member are safeguarded. Such employee shall pay an amount of money equivalent to regular Union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union do not reach agreement on such matters, the Public Employment Relations Commission shall designate the charitable organization.

3.2.2. The Union and the employee agree to indemnify and hold harmless the Employer for any loss or damage arising from the operation of this provision. It is also agreed that neither any employee nor the Union shall have any claim against the Employer for any deductions made or not made unless a claim of error is made in writing to the Employer within forty-five (45) days after the date such deductions were or should have been made.

4. MANAGEMENT RIGHTS

4.1. Customary Functions

4.1.1. Except as limited by an express provision of this Agreement and subject to RCW 41.14 and the Pacific County Civil Service Rules, the Employer shall retain the right to exercise the customary functions of management so long as any adjustments do not constitute a unilateral change in wages, hours, and/or working conditions. These rights include directing the activities of the Sheriff's Office, determining the levels of service and methods of operation, including the introduction of new equipment, the right to hire, lay off, transfer, promote and discipline, and to determine work schedules, assign work and determine time and location of an employee's work shift.

4.1.2. The parties hereby recognize that delivery of services in the most efficient, effective, and courteous manner is of paramount importance to the Employer, and, as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the Employer's right to determine the methods, processes and means of providing services, to increase, diminish, or change equipment, including the introduction of any and all new, improved or automated methods or equipment, and the assignment of employees to specific jobs within their respective job classifications within the bargaining unit.

4.1.3. The parties agree that due to possible budgetary restrictions during the life of this Agreement there may be reductions in force. Should the reduction in force cause an emergency situation to exist, the Employer may require specific bargaining unit members to work outside of their normal civil service classifications for a period not to exceed thirty (30) calendar days. The burden of proof shall be upon the Employer to justify that an emergency exists. No bargaining unit employee shall suffer a loss or a gain in pay for working out of classification during the term of the "emergency". Use of this provision in excess of the thirty (30) calendar day period or an alleged misapplication may be addressed through whatever legal recourse is available.

4.2. Contracting of Services

4.2.1. Contracting of services shall be permitted based upon mutual agreement between the Employer and the Union. If the Sheriff and the Union cannot mutually agree to such proposal, the proposal shall be submitted to a three (3) person arbitration panel for resolution. The Sheriff and the Union shall each pick one (1) member of the panel and the two (2) members so picked shall pick the third presiding member to hear the issue at hand. The Sheriff and the Union will present their positions to the arbitration panel. The panel may meet to privately discuss the proposal and shall render a written decision which shall be final and binding on both parties unless such decision violates any federal or state laws or local civil service rule; in which case the decision of the panel would be subject to review.

4.2.2. In consideration of the aforementioned provision, all such contracts shall contain a proviso whereby the contract entered into shall be terminated by the Sheriff with not more than sixty (60) calendar days notice to the contractor. The contractor shall be notified of the pending contract termination at the same time bargaining unit employees are notified of a pending layoff or reduction of employment hours. Following the cancellation of the contract, all hours made available by such cancellation(s) shall be offered to qualified bargaining unit employees during the duration of a lay off or reduction of employment hours.

5. EMPLOYEE DEFINITIONS

5.1. General Classifications

Within each general type defined below, employees will be further classified as full-time or part-time depending upon the hours that they are regularly scheduled to work on a continuous basis. Full-time refers to an employee scheduled to work forty (40) hours or more within a designated work week. Part-time refers to an employee scheduled to work less than forty (40) hours, within a designated work week but at least 1/6th time.

5.2. Probationary Employee

5.2.1. An employee appointed by the Sheriff from a certification list provided by the Pacific County Civil Service Commission who has not yet completed twelve (12) consecutive months of employment. A probationary employee may be disciplined or terminated without recourse to the grievance procedure. When applicable, time spent in the basic police academy is exclusive of an employee's twelve (12) month probationary period.

5.2.2. An employee promoted to a higher paying classification shall be required to serve an additional six (6) month probationary period in the new classification. Failure to perform satisfactorily in the new classification shall result in the employee returning to the classification previously held.

5.3. Regular Employee

5.3.1. An employee appointed from a certification list who has satisfactorily served the full probationary period.

5.4. Temporary Employee

5.4.1. An employee appointed to fill a vacant Civil Service classification for a temporary period of time as determined by the rules and regulations of the Pacific County Civil Service Commission. Temporary employees may be disciplined and/or terminated without recourse to the grievance procedure. The date of hire as a temporary employee shall not establish the employee's hire date for the purpose of seniority nor shall the employee receive credit for probationary time served should the employee subsequently be hired as a regular employee. Temporary employees shall be covered by the terms and conditions set forth in this Agreement.

5.5. Emergency Appointed Employee

5.5.1. An employee appointed on an emergency basis in accordance with the Pacific County Civil Service Rules. An employee filling an emergency position shall be exempt from Union membership and benefits set forth in this Agreement. Contributions required by the health and welfare Subscribers Agreements and as a result of an eligible employee appointed on an emergency basis shall be made by the Employer in accordance with Sections 7.1. and 7.2.

6. COMPENSABLE HOURS

6.1. Hours of Work

6.1.1. The normal work week for full-time employees shall be forty (40) hours in a seven (7) day period, consisting of five (5) eight (8) hour workdays with two (2) consecutive days off unless mutually agreed differently between the employee and the Employer. Employees shall have a minimum of twelve (12) hours between scheduled shifts. The reporting week will be Sunday through Saturday.

6.1.2. Except due to extraordinary circumstances the adjustment of scheduled shift hours shall require at least seven (7) calendar days advance written notice. The advance notice period may be waived by mutual agreement between the Employer and the employee affected. Extraordinary circumstances shall not include Employer scheduling errors or the Employer's burden associated with the payment of overtime provided that overtime appropriation exists.

6.1.3. The below listed conditions shall apply to shift scheduling by normal assignment area (North/South).

a) Shift schedules shall consist of non-rotating shifts;

b) Designated shift schedules shall be bid by seniority each calendar year. Sergeants shall bid shifts separately. Such shifts are specifically designed to maximize supervision of field operations; and

c) The designated shift schedules shall be made available by November 15th of the preceding calendar year. Each employee shall be provided a minimum of three (3) calendar days to submit their shift bid; and

d) Each shift shall maintain scheduled work days/days off throughout the calendar year; however, daily hours of work for each designated shift may be varied each calendar quarter by up to two (2) hours, plus or minus.

e) Failure of an employee to submit their shift bid shall constitute a forfeiture of such bid and such employee shall be assigned a shift from those remaining after seniority bidding is completed; and

f) Designated hours of work may be modified by mutual agreement between the Sheriff or designee and the employee.

g) Shift scheduling does not preclude daily assignments throughout the county.

6.1.4. Vacancies created by termination, voluntary resignation, or long term disabilities shall be re-bid by seniority at the time the vacancy is filled.

6.1.5. Area Relocation: If an employee and the Sheriff mutually agree to an employee relocation plan said employee shall be reimbursed for the reasonable costs associated with the move

6.2. Overtime

6.2.1. Compensable time in excess of forty (40) hours in any calendar week Sunday through Saturday or more than eight (8) hours in any workday shall be paid at one and one-half times the regular rate of pay. During regular shift rotation, forty (40) hours per designated work week will be the determining factor on whether an overtime liability has been incurred by the Employer. "Regular rate", for the purpose of establishing an hourly rate of pay for the calculation of overtime, shall include Longevity and, when applicable, Working Out of Classification and Special Skills and/or Qualifications adjustments.

6.2.2. Overtime work hours shall be made available based upon seniority within each Operations Division assignment area (See 9.2.5.). It shall be the Sheriff's or his designee's responsibility to notify, track, and schedule employees for overtime seniority assignments, except in the following circumstances:

a) Incidental Overtime: Overtime which falls into this category shall not require the assignment of work available on a seniority basis, provided, that such work is relative to an employee's on-duty assignment and such time is worked contiguous with his or her regular scheduled shift.. Incidental overtime may also be used for shift coverage until such time as an assignment is made on a seniority basis, but shall not apply to pre-scheduled vacancies.

b) Emergency Overtime: Overtime which falls into this category shall not require the assignment of the work available on a seniority basis, provided, that an emergency assignment is a practical necessity and a subsequent delay may seriously impact the Employer's ability to deliver the services required in a timely fashion.

6.3. Meal & Rest Breaks

6.3.1. An employee shall be permitted, during the course of his or her eight (8) or more hour work shift, to take a thirty (30) minute meal break and two (2) fifteen (15) minute rest breaks.

a) Employees unable to take their thirty minute (30) meal break shall be compensated at their overtime rate of pay for such time or said time may be taken as compensatory time during the remainder of the work week in which it is earned.

b) Failure to take the fifteen (15) minute rest breaks, for whatever reason, shall not result in additional compensation.

c) The Sheriff or his designee shall attempt to make reasonable accommodations to provide meal and rest breaks for each employee.

6.3.2. An employee working beyond his or her eight (8) or more hour regular work shift three (3) or more hours shall be allowed an additional thirty (30) minute paid meal period.

6.4. Call Out

6.4.1. An employee is assumed to be available for call-outs from his or her off-duty status unless such employee specifically advises his or her immediate Supervisor and/or informs the Communication Center of his or her unavailability for such call outs which occur from time to time. In order to facilitate efficient response time, the employee shall remain contactable (telephone, mobile or portable radio, or pager) and shall have in close proximity his or her department identification and weapon when the employee is available for call out.

6.4.2. An employee who is called into service by his or her Supervisor shall be guaranteed a minimum of two (2) hours of compensation at the employee's applicable rate of pay.

a) The two (2) hour minimum shall not apply when such time is worked in conjunction with the employee's regularly scheduled hours of work.

b) The employee shall not be required to remain in active service for the full duration of the minimum set forth above, however, any subsequent call outs during the two (2) hour block of time, commencing with the start of the original call-out, shall not cause any additional compensation to be paid to the employee until such time as the two (2) hour block of time has expired.

6.4.3. Contact Calls: Unless the information being solicited should have been passed on at the conclusion of an employee's shift in the form of written correspondence or computer mail, an employee who is contacted at home to solicit information which is beneficial to the Employer shall be compensated a minimum of thirty (30) minutes at the employee's applicable rate of pay. Repetitive contacts during a thirty (30) minute period shall not warrant additional compensation.

a) Compensation for contact calls shall not be applicable to Sergeants or Lieutenants.

6.5. Working out of Classification

6.5.1. An employee working out of classification in an exempt or non-exempt position with a higher rate of pay at the request of the Sheriff or designee for an entire shift shall be compensated for all hours worked at that higher classification's lowest level rate of pay that constitutes an increase in the employee's salary of not less than ten percent (10%). It shall be the employee's responsibility to notify the Employer of a claim for this pay by means of applicable time cards. This provision shall apply to all classifications. This provision shall not apply when Section 4.1.3. has been invoked.

7. EMPLOYEE BENEFITS

7.1. Health & Welfare

7.1.1. Medical, Dental & Vision: Effective January 1, 2014, based upon the previous month's hours, the Employer shall contribute the sum required to Washington Teamsters Welfare Trust for medical, dental and vision coverage outlined below for each full-time or part-time employee [appointed to a .75 full time equivalent (FTE) or higher] covered by this Agreement who was compensated for eighty (80) hours or more in the preceding month. The premium payments shall be made to the Trust office in Seattle, Washington by the 10th day of each month.

Program	Premium as of 01/01/14	LEOFF I Premiums as of 01/01/14
Medical – Plan A	$1208.55	$1505.00
Life and A D & D Plan A	$8.60	$8.60
Time Loss Plan C	$8.00	N/A
Disability Waiver	$11.40	N/A
Dental - Plan "A"	$130.50	$130.50
Vision - "Extended" Plan"	$14.90	$14.90
Monthly Totals	**$1381.95**	**$1659.00**

7.1.2. Medical, Dental & Vision: Effective January 1, 2014, based upon the previous month's hours, the Employer shall contribute the sum required for the insurance plans listed in table below to Washington Teamsters Welfare Trust for medical, dental and vision coverage outlined below for each part-time employee [appointed less than .75 full-time equivalent (FTE)] covered by this Agreement who was compensated for eighty (80) hours or more in the preceding month. The premium payments shall be made to the Trust office in Seattle, Washington by the 10th day of each month.

Program	Premium as of 01/01/14
Medical – Plan C	$785.01
Life and A D & D Plan A*	$8.60
Time Loss Plan D	$4.00
Disability Waiver	$11.40
Dental - Plan "C"	$39.85
Vision - "Extended" Plan"	$14.90
Monthly Totals	**$863.76**

7.1.3. **Maintenance of Benefits.** The trustees of the Washington Teamsters Welfare Trust may modify benefits or eligibility of any plan for purpose of cost containment, cost management, or changes in medical technology and treatment. If premium increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as modified by the trustees, the Employer shall pay a maximum monthly premium cap of $1160.00 during calendar year 2014, and a maximum of $1185.00 for calendar year 2015 and a maximum of $1210.00 for 2016. The parties recognize that the aforementioned caps set forth the total Employer contribution to the Health and Welfare plans listed above, as well as the County provided Life Insurance Plan referred to in Section 7.4 and the RWT Plus plan outlined in Section 7.2. Any payments required in excess of the caps shall be funded by the employees via a payroll deduction.

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

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

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

7.1.7. The Employer shall be required to provide premium contributions for the aforementioned health and welfare plans during such time as an employee is on an unpaid leave in accordance with the terms and conditions of the Family and Medical Leave Act unless premiums are waived in accordance with the disability waiver benefit.

7.1.8. If, during the term of this Agreement health and welfare benefits provided herein are subject to mandatory modification by state or federal regulation, the parties shall enter into negotiations regarding such required modifications. Any modified health and welfare plan agreed upon pursuant to such negotiations shall provide benefits equivalent to those currently required under this Article to the extent possible. Any reduction in the total premiums paid by the Employer as a result of such modifications shall be added to the wages of the employees in the bargaining unit, or if the parties so agree, utilized to obtain supplemental benefits for bargaining unit employees.

a) In the event of a dispute between the parties concerning whether the Employer has complied with the preceding paragraph, the matter shall be submitted to final and binding arbitration pursuant to the grievance and arbitration procedures of this Agreement.

7.2. Retiree Medical

7.2.1. Retiree Medical: Effective January 1, 2014, based upon the previous month's hours of employment, the Employer shall contribute the sum required to Retiree's Welfare Trust for retiree's medical coverage for each eligible employee covered by this Agreement who was compensated for eighty (80) hours or more. The premium payments shall be made to the Trust office in Seattle, Washington, by the 10th day of each month.

The specific retiree medical program is listed below:

Premium Effective Dates	Retirees Medical - RWT Plus
Premium as of 01/01/14-	$94.85
Premium as of 01/01/15	$94.85
Premium as of 01/01/16	TBD

7.3. Disability

7.3.1. In accordance with State law, all non-LEOFF I employees will receive Workers' Compensation benefits provided by the Washington Department of Labor and Industries. Employees eligible for compensation benefits because of a job-related injury or illness shall be paid the difference between their applicable regular pay including longevity, and the amount paid by the State's Workers' Compensation program. If the length of absence exceeds six (6) months, the Employer's pro-rated share will be charged against the employee's leave accruals until they are exhausted. Employees shall not continue to accrue sick leave and vacation hours during the first six (6) months of any such disability leave.

a) Should the Department of Labor and Industries not recognize the employee's claim for on-the-job injury or illness, the aforementioned benefits shall cease, however, the employee may begin using his or her qualified accrued leave benefits to replace loss wages and benefits.

b) If the employee prevails on the appeal, the employee's accrued leave benefits shall be reinstated and the employee shall be made whole on wages and benefits up the limits provided under this provision. Denial of a Workers' Compensation claim and the exhaustion of all employee appeals, or failure of an employee to file an appeal, shall constitute grounds for termination of this extended benefit.

7.3.2. No employee shall return to work from a disability injury or illness covered by the Workers' Compensation program until the ability of the employee to perform his or her assigned work has been verified in writing by the employee's Labor and Industries assigned physician and, if necessary, rehabilitation has been conducted.

a) The Employer may request written verification by the employee's Labor & Industries physician that the employee can perform the assigned work. If the degree of disability of an employee does not limit their ability to fully perform the activities of another position, an employee may, with the approval of the Employer and the employee's Labor & Industries physician, be temporarily reassigned to an acceptable position until fully rehabilitated to perform his or her regular job.

7.3.3. At the conclusion of the aforementioned six (6) month period, the disabled employee shall proceed to utilize their accrued leave benefits provided herein until such leave is exhausted.

7.4. Life Insurance

7.4.1. Each employee shall be provided life insurance coverage in the amount of forty eight thousand dollars ($48,000) through a bonafide insurance carrier. Such coverage shall be provided through a group life insurance policy. The monthly premiums for such coverage shall be paid by the Employer. An employee shall be permitted to purchase additional life insurance, via payroll deduction, to the maximum allowable by the provider for the employee and/or eligible dependents.

7.5. Holidays

7.5.1. The following ten (10) days shall be designated as legal holidays:

Designated Holidays	Date/Day Observed
New Years Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	Day After Thanksgiving
Christmas Day	December 25th

7.5.2. An employee scheduled to work on a designated holiday shall be compensated at a premium equal to one and one-half (1.5) times the employee's regular hourly rate of pay for all holiday hours worked. An employee commencing work on a holiday shall be paid for all hours worked at the premium rate even if such shift continues into a non-holiday period. An employee commencing a shift on the day before a holiday, and who subsequently works into the holiday, shall not be eligible to receive holiday premium compensation.

7.5.3. An employee scheduled to work on a designated holiday may request the designated holiday off or the courthouse recognized day off. If the request is granted by the Sheriff or designee, the equivalent number of hours shall be debited from the employee's vacation accrual bank.

7.5.4. The Employer agrees that employees scheduled to work a designated holiday shall not be denied the ability to work as scheduled.

7.5.5. Any day proclaimed a legal holiday, in addition to the holidays listed above, by proclamation of the Board of County Commissioners shall be recognized by the employees as a designated holiday.

7.6. Vacation

7.6.1 An employee shall accrue vacation in accordance with the following schedule. Vacation leave is accrued but may not be taken until an employee has completed six (6) consecutive months of employment. Regular days off shall not be debited from the employee's accrued vacation hours while an employee is on vacation. Actual accrual shall be made on a monthly basis. Full-time employees who work any hours in a calendar month shall receive full vacation accrual credit for that month; except, upon separation of service, such employees will have the final month or portion thereof prorated. Part-time employees shall be entitled to vacation and accrue hours in relation to their full time equivalent (FTE) appointment factor; e.g. a 0.6 FTE employee with 60 months of service would accrue 10.40 hours each month.

Months of Service	Hours Accrued Per Month
0 - 48	15.33
49 - 72	17.33
73 - 108	19.33
109 - 192	21.33
193 - on	23.33

7.6.2. An employee may accumulate up to a maximum of two hundred forty (240) hours of vacation. Accrued vacation time in excess of the aforementioned maximum shall be cashed out at the employee's applicable regular straight time rate of pay.

7.6.3. Vacation boards shall be utilized for those employees wishing to utilize seniority for vacation bidding purposes.

a) A vacation board shall be developed for each duty section (i.e. North, South). Vacation times selected by seniority must be bid in minimum blocks of one (1) normal work week and shall not exceed three (3) weeks scheduled during the initial bid period.

b) Blocks of less than a normal work week may not be bid by seniority.

c) Employees not wishing to bid on vacation by seniority shall initial and pass the board to the next senior employee. Once the board has been passed to an employee, said employee shall not be allowed to unduly delay the selection process by delaying their decision on their desired selection.

d) Seniority bidding must be completed not later than January 31st of each calendar year, and shall consist of an initial bid of one (1) to three (3) weeks and a secondary bid prior to being opened on a first come first served basis.

e) A maximum of one (1) bargaining unit employee may be on vacation at any one time for each duty section. Exceptions to the maximum may be granted by the Sheriff or designee on a case by case basis.

f) The Sheriff or designee may determine "restricted times" wherein vacation time off may not be scheduled: provided that the restricted times shall be so noted on the vacation board published each year, and further that, the Sheriff or Designee may allow exceptions on a case by case basis.

7.6.4. Vacation time requested outside the seniority bid process shall be given consideration on a "first come, first served" basis and may be requested in blocks of time which are equal to the employee's normal work day. Blocks of time which are less than a normal work week may not be requested more than thirty (30) days in advance of the requested dates.

7.6.5. All vacation requests shall be approved or denied by the Sheriff or designee within twelve (12) calendar days of receipt of the request. Denials of requested vacation time off shall be based upon a "bonafide business necessity".

7.6.6. With permission of the Sheriff, employees may cash out accrued vacation hours at one hundred (100%) percent of their applicable regular rate of pay, provided the following conditions have been met:

a) An employee must have taken or have scheduled to take a minimum of three (3) blocks of forty (40) hours of accrued vacation prior to the below listed cash out dates. Vacation blocks of less than forty (40) hours do not count towards the eligibility requirements for cash out purposes.

b) Written cash out requests must be submitted to the Sheriff not later than the last day of the month for payment by the last day of the following month. Cash outs requested and approved shall be made available at the next regular payroll period, excluding lag/draw payments.

7.6.7. Once a vacation has been approved and scheduled, an employee's vacation shall not be changed or canceled without mutual agreement between the Employer and employee or unless an emergency exists. The term "emergency" shall not include Employer scheduling errors or payment of overtime to fill vacant shifts.

a) In the event the Sheriff determines an emergency exists and subsequently cancels an approved and scheduled vacation without the employee's consent, the Employer shall reimburse the employee for all non-refundable expenses which were declared as part of the employee's vacation request and subsequently lost by the employee as a result of having an approved vacation canceled.

b) In the event the aforementioned sub-section is engaged, an employee who is subpoenaed to court or required to work during an approved scheduled vacation shall not be debited any vacation on the day of the court appearance or the day of required work regardless of the amount of time spent in court or required to work. As a premium, the employee shall be compensated at one and one-half (1.5) times his or her applicable rate of pay for all hours in attendance of said court or for hours required to work. The

minimums set forth in the Civil, Municipal, & Superior Court Time and Call Out provisions of this agreement shall be applicable. The aforementioned compensation premium shall also apply to the employee's regularly scheduled days off provided that such days off are contiguous with the employee's scheduled vacation. In addition the employee shall also be credited with eight (8) hours of accrued vacation.

7.6.8. An employee who has not taken or scheduled a minimum of three (3) forty (40) hour blocks of vacation by September 1st of each calendar year shall have the required blocks scheduled by the Sheriff. * Note - The forty (40) hour blocks denoted are intended to be reflective of an employee's regular number of hours worked during a normal work week. Employees whose normal work weeks are less than forty (40) hours shall utilize their "normal" work weeks as the established minimums for application under this provision.

7.7. Sick Leave

7.7.1. With each month of continuous employment with the Employer, sick leave with pay shall be accrued by each full-time employee at the rate of eight (8) hours a month. There shall be a maximum accrual of nine hundred sixty (960) hours. Part-time employees shall be entitled to sick leave and accrue hours in relation to their full time equivalent (FTE) appointment factor; e.g. a 0.6 FTE employee would accrue 4.80 hours each month. Sick leave may be used in one (1) hour increments. Accrued sick leave shall be debited in accordance with actual time of absence.

7.7.2. Accrued sick leave benefits may be utilized on a prorated basis when used in conjunction with benefits received from an industrial injury or illness as set forth in Section 7.3.

7.7.3. An employee may take sick leave for illness in their immediate family requiring the employee's attendance. Members of an employee's immediate family must reside in the employee's household. "Immediate family" shall include only persons related by blood, marriage or legal adoption in the degree of consanguinity or grandparent, parent, spouse, brother, sister, child or grandchild. An employee may use sick leave credits for parental purposes. Any absence for an illness, sickness, disability (as allowed by law), or parental purposes shall constitute a debit against accrued sick leave.

7.7.4. An employee shall request permission to utilize sick leave to obtain medical, dental, and/or vision care for himself or herself and/or his or her immediate family when the employee's scheduled shift does not facilitate the scheduling of non-emergency appointments on the employee's regularly scheduled time off. The Employer shall have the right to request verification of such treatment. Refusal by the employee to allow or permit verification shall result in the denial of sick leave benefits.

7.7.5. An employee who utilizes sick leave for a personal illness or illness in his or her immediate family may be required by the Sheriff or his designee to produce a letter from a medical doctor showing the necessity of the time off. Failure to comply with the Sheriff's request may result in the denial of sick leave benefits.

7.7.6. Upon the expiration of an authorized leave of absence with pay, the employee shall return to the same job as was held by the employee prior to the leave of absence.

7.7.7. Family and Medical Leave Act: An employee shall be entitled to the benefits under the above titled federal legislation. The benefits provided under this act are set forth in the Pacific County Personnel Policies and Rules Section 4.7 as adopted by Resolution 2012-053 and 2013-026.

7.7.8. The first two hundred forty (240) hours of unused sick leave shall accumulate into a sick leave bank and be available to the employee solely for the purposes specified in this provision. There will be no severance pay for accumulated and unused sick leave, except for that converted into additional vacation hours.

a) Sick leave accumulated and unused between two hundred forty (240) hours and nine hundred sixty (960) hours may be converted into additional vacation hours during January and July each year. The standard rate of conversion will be one (1) hour vacation for every:

1) four (4) hours accumulated sick leave over seven hundred twenty (720) hours; or

2) three (3) hours accumulated sick leave over four hundred eighty (480) hours through seven hundred twenty (720) hours; or

3) two (2) hours accumulated sick leave over two hundred forty (240) hours through four hundred eighty (480) hours.

b) Sick leave hours accumulated and unused over nine hundred sixty (960) hours will be converted into vacation hours every month and added to the employee's bank at the rate of one (1) hour of vacation for every four (4) hours accumulated sick leave.

c) In the year of retirement and upon submission of a written notice of such, an employee may convert their entire bank of accumulated and unused sick leave into additional vacation hours according to the above schedule, except that the first two hundred

forty (240) hours of accumulated sick leave may also be converted at the rate of one (1) hour of Vacation for every two (2) hours of accumulated sick leave.

7.8. Bereavement Leave

7.8.1. Bereavement leave shall be granted to an employee for the death of an employee's immediate family member. Employees shall be allowed to utilize a reasonable amount of time as determined by the Employer.

7.8.2. For the purposes of this provision, immediate family shall include the employee's spouse, or the employee's or the spouse's parents, sister, brother, child, grandchild, grandparent, aunt, or uncle, or a dependent living in the employee's household. Such leave will not be allowed to an employee to attend a funeral of a cousin or a relative of more distant lineage unless permission is granted by the Employer.

7.9. Uniform Allowance

7.9.1. A uniform and equipment allowance of seven hundred dollars ($700.00) dollars shall be made available to each Operations Deputy/Sergeant during the month of January of each year. During the initial year of hire a newly hired employee's uniform allowance shall be prorated at 1/12th credit for each month of service. At no time shall an employee have more than $1400 accrued in their uniform allowance bank. Any funds exceeding the $1400 limit will be deducted from the employee's uniform allowance bank.

7.9.2 In accordance with, and authorized by departmental policies, an employee may use the uniform allowance to purchase, maintain and replace uniforms and non-issued equipment. However, the below listed requisition application and approval process is to insure that such purchases are authorized by the department policies and to insure that basic uniforms are adequately maintained.

7.9.3. An employee who desires to have the Employer pay the vendor directly shall be required to submit a purchase requisition form to the Employer for approval prior to the use of his or her allocated uniform allowance. An employee who incurs the initial purchase expense on his or her own line of credit or as a cash purchase shall submit a personal expense claim voucher for reimbursement. The use of the personal expense claim voucher is subject to the same basic review and approval process as required by the purchase requisition process.

7.9.4. Monies allocated and not utilized during a calendar year shall remain in the employee's bank for use in the subsequent year.

7.9.5. An employee on lay-off status shall be entitled to a pro-rated share of their uniform allowance upon being recalled to active employment based on one month equals 1/12th.

7.9.6. Weapons may be purchased subject to advance approval of the Sheriff. The Sheriff shall have the sole discretion to determine the type, model, caliber, and specifications for weapons.

7.9.7. The Employer agrees to replace or repair uniforms or equipment (inclusive of personal equipment) which are damaged, destroyed, or lost in the line of duty, normal wear and tear excepted, when the actions which cause the loss are beyond the employee's control. Items being replaced must be turned into the Sheriff's Office upon receipt of the replacement item(s). Costs associated with the aforementioned shall not be debited from the employee's uniform and equipment allowance.

7.9.8. The Employer shall provide two (2) complete sets of uniforms, to each newly hired employee. The Employer shall provide, if needed, the service equipment listed below. If the employee fails to complete his or her probationary period, for whatever reason, said employee shall return to the Employer all issued uniforms and service equipment.

Gun belt	Capstun & holder- if applicable
Holster	Duty weapon
Magazine pouch - double	Shirt & wallet badges
(3) ammunition magazines	Applicable baton & holder
Handcuffs – two (2) sets	Soft body armor
Cuff case	

7.9.9. All service equipment issued to employees is and shall remain the sole property of the Pacific County Sheriff's Office. All issued service equipment shall be promptly returned in good condition upon separation of employment.

7.9.10. All employees shall be issued and wear a protective/ballistic vest while on duty. The protective/ballistic vest shall meet or exceed the minimum requirements set forth in the National Institute of Justice standards in effect on the date of ratification of this Agreement. Protective/ballistic vests shall be reconditioned and/or replaced based upon the manufacturer's recommendations.

7.10. Longevity

7.10.1. An employee shall be eligible to receive monthly longevity compensation in accordance with the following schedule:

Months of Service	Monthly Percentage of Employee's Base Wage
61 to 120	1.5%
121 to 180	2.5%
181 to 240	3.5%
241 plus	4.5%

7.11. Severance Pay

7.11.1. An employee who is involuntarily laid off and subsequently voluntarily terminates his or her employment within six (6) months of the lay-off date shall receive three (3) months of base salary plus longevity as severance pay.

7.11.2. An employee who is involuntarily laid off and subsequently voluntarily terminates his or her employment between seven (7) and twelve (12) months of the lay-off date shall receive two (2) months of base salary plus longevity as severance pay.

7.11.3. An employee who is involuntarily laid off and subsequently voluntarily terminates his or her employment between thirteen (13) and eighteen (18) months of the lay-off date shall receive one (1) month of base salary plus longevity as severance pay.

7.11.4. Acceptance of severance pay shall signal the formal voluntary termination from the Pacific County Sheriff's Office. An employee terminated for just cause shall not be eligible to receive severance pay.

7.12. Special Skills and/or Qualifications

7.12.1. Employees who possess or obtain special skills or qualifications which the Sheriff determines to be beneficial to the Sheriff's Office may be afforded monthly supplemental compensation or an allowance. To qualify, an employee may need to provide the Sheriff with a copy of his/her certificate, diploma or transcript. The eligible special skills and/or qualifications would include, but not be limited to:

a) Fluent in foreign languages and dialects common to the service area (i.e., Spanish, Laotian, Vietnamese, Cambodian, or Chinese);

b) Professional recognition and/or certification of satisfactory completion of post secondary education, specialized training, or a fitness level that the Sheriff determines qualifies them for supplemental compensation.

7.12.2. When the Sheriff determines that an employee possesses a special skill and/or qualification which would qualify them for supplemental compensation or allowance, the amount to be afforded that employee for the applicable subsection within Section 7.11.1. will be as follows; provided, that the maximum monthly amount to be afforded to any employee for their combined special skills and/or qualifications will be three and one-half percent (3.50%):

a) One-half percent (0.50%) for the initial and one-quarter percent (0.25%) for each additional foreign language from the listing;

b) Up to three percent (3.0%) depending upon the value of the post secondary education specialized knowledge and/or training or fitness level that the employee possesses and/or obtained

7.13. Civil, Municipal, & Superior Court

7.13.1. An employee required to attend a court hearing or proceeding emanating from the performance of official duties as an employee of the Pacific County Sheriff's Office shall be paid at one and one-half (1.5) times his or her regular rate of pay with a minimum of two (2) hours. For an employee required to attend court on his or her scheduled day off, the minimum shall be increased to three (3) hours. These minimums shall not apply for those hours which are concurrent with an employee's regular scheduled hours of work.

7.14. VEBA Plan

7.14.1. The parties agree that the employees covered under this collective bargaining agreement shall have access to a Voluntary Employee Benefit Account. The parties agreed to work together to ensure a VEBA Plan is in effect as soon as practicable if so desired by the bargaining unit.

8. WAGES

8.1. Employee Classifications & Salary Ranges

8.1.1. The employee classifications, salary ranges, and salary schedule shall be attached to this agreement as an appendix.

8.1.2. An employee who is promoted to a higher paying job classification shall not suffer a reduction of wages due to the advancement and shall be placed on the new range at a step which constitutes at least a ten percent (10%) base wage increase; however, the increase shall not be greater than the top step of the assigned salary range.

8.1.3. An employee, within his or her respective classification, shall advance through the pay steps on their employment and/or reclassification anniversary date in accordance with the schedules designated time frame unless modified by another section of the Agreement.

8.1.4. Hourly rates of pay will only be instituted for the purpose of computing wages and do not modify any existing contract language regarding the hours of work. The regular hourly rate of pay shall be computed by dividing the full-time monthly salary plus applicable other pay types by 173.3 hours.

8.1.5. The Sheriff shall have the authority to start a newly hired employee, depending upon his or her qualifications, commensurate with those qualifications and in accordance with the Employer policy.

8.2. Pay Day

8.2.1. An employee shall receive his or her regular monthly pay check on the last working day of the month and shall also be allowed a monthly draw on or about the fifteenth (15th) of each month in an amount as allowed by law. The Union recognizes that circumstances beyond the control of the Employer may delay the issuance of the employee's payroll check; however, in no case shall the employee's paychecks be issued later than the 20th for the draw and the 5th of the following month for the regular pay check.

9. SENIORITY

9.1. Vested Tenure

9.1.1. Seniority shall be equal to the employee's length of continuous service with the Employer beginning with the date the employee was first employed. Completion of the employee's probationary period shall signal the vesting of seniority rights and the application of same under this Agreement.

9.1.2. An employee on an authorized leave of absence of six (6) months or less shall have no seniority adjustment. An employee on a leave of absence of more than six (6) months shall have his/her respective seniority date adjusted to equal the duration of the leave of absence.

9.1.3. Vacant full-time positions which may become available during the term of this Agreement shall be filled by the most senior eligible part-time employee; provided, that the position available is within the same Civil Service job classification.

9.2. Reduction in Force

9.2.1. The Employer retains the right to lay-off or reduces the number of work hours of employees during the term of this Agreement due to budgetary constraints. In the event a lay-off takes place, the following guidelines shall be utilized:

a) An employee shall be provided with sixty (60) calendar days advance written notice of a pending layoff.

b) Within the affected divisions, as specified in Section 9.2.5., emergency and temporary employees shall be laid off prior to the lay-off of regular full-time or part-time employees.

c) An employee recalled from a layoff shall not have his or her seniority date adjusted; however, probationary employees shall not have time on layoff credited towards such employee's designated probationary period.

d) Individuals participating in any State or Federal retraining program shall not be permitted to continue training and/or working with the Employer when a bargaining unit employee is on active lay-off status.

e) An employee shall be permitted to remain on active lay-off status for not more than eighteen (18) consecutive months. If an employee is not recalled from lay-off status within his or her eighteen (18) consecutive months, the employment relationship with the Pacific County Sheriff's Office shall be terminated. Such employee shall no longer be eligible for recall under the provisions of this Agreement.

f) An employee shall be laid off in reverse order of seniority. An employee laid-off shall be recalled in reverse order of his or her lay-off, i.e., last laid off, first to be recalled. All available work within an employee's classification shall be offered to the most senior employee working less than full-time then to the most senior employee on lay off status prior to offering the work and/or increase in hours to non-bargaining unit personnel.

9.2.2. An employee who voluntarily waives his or her seniority rights during the course of a lay-off and accepts a layoff outside of proper seniority application shall have no right to request an early return to work whereby such return would negatively impact another employee. An employee's seniority rights shall not be fully restored until such time that they are officially recalled from lay-off status.

9.2.3. An employee on layoff status shall be given priority consideration for placement in other classifications which become or are open during a period of layoff; provided that he or she is both qualified and eligible to fill the vacant position. This provision is not intended to circumvent an employee's recall to the classification from which he or she was laid off.

9.2.4. Hours Reduction: The Sheriff shall have the authority to reduce the hours of the most junior employee such that the junior employee may be scheduled to work less than forty (40) hours per week. Further, the junior employee may be available on an unscheduled basis to work unfilled shifts or 1/2 shifts in his or her work area or any work area the junior employee is both qualified and eligible to work. Said employee may, for good cause, refuse to work the unscheduled shift; at which point, the Sheriff, after offering the unscheduled work shift to senior bargaining unit member(s), may utilize a non-bargaining unit member to fill the vacant shift(s). The Sheriff shall ensure that all available bargaining unit work is offered to qualified individuals within the bargaining unit, provided that once a vacant shift is offered to a non-bargaining unit person, that person shall be entitled to work the entire shift.

9.2.5. The Operations division shall include the following classifications:

Division Assignment:	Employee Classifications
Operations	Operations Deputy Sheriff, Operations Sergeant
Commissioned Clerical	Civil Deputy Sheriff

9.2.6. These classifications are reflective of the classifications in existence at this time and are not intended to preclude newly created classifications. Additional classifications may require additions, deletions and/or modifications of the division assignment. For lay off purposes, employees assigned to special duty, i.e., Drug Enforcement, etc., shall utilize seniority within the Operations Division from which they had originally been assigned.

10 EMPLOYMENT POLICIES

10.1. Absence Without Duly Authorized Leave

10.1.1. Absences, whether with or without pay, shall not be allowed unless authorized in advance by the appropriate officials, i.e., Sheriff or the Pacific County Civil Service Board. Unless there are extenuating circumstances, absences which are not duly authorized shall be treated as leave without pay and, in addition, may be grounds for disciplinary action.

10.2. Resignation

10.2.1. An employee wishing to leave the Sheriff's service in good standing shall, at least two (2) weeks before leaving, file with the Sheriff a written statement containing the effective date of resignation. The time limit of the resignation may be waived at the discretion of the Employer. The Employer shall forward a copy of the resignation to the personnel file of the employee.

10.3. Legal Liability Protection

10.3.1. Where the employee has acted in good faith and within the scope of employment, and has not willfully or intentionally committed acts and omissions which are wrongful, the Employer shall provide legal representation for the employee and the employee's marital community in any action filed against an individual employee for job related civil actions. If the above sentence applies, the employee and

employee's marital community shall be held harmless for any expenses connected with the defense, settlement, or monetary judgment arising from action(s) filed.

10.4. Training

10.4.1. The Sheriff shall be permitted to conduct in-house training and/or direct the attendance of an employee at such training session(s) or other school or training, and such employee shall attend any and all school and training sessions as directed by the Sheriff.

10.4.2. The Sheriff or designee shall schedule each employee for a minimum of thirty-two hours (32) hours of training annually, excluding firearms qualifications.

a) Such training shall be inclusive of in-house training as well as training taken outside of the department.

b) The aforementioned minimum shall not be inclusive of travel time to and from such training.

c) An employee attending any such training shall report such training to the Sheriff's designated training officer and the Employer's Risk Manager.

d) The thirty two (32) hour minimum may be restricted due to budgetary limitations and staffing levels.

10.4.3. An employee attending Employer-mandated training shall be compensated at the employee's applicable rate of pay including time for an employee commuting to training outside the employee's normal portal to portal travel.

10.4.4. The Sheriff shall pay for tuition or registration fees and reasonable expenses incurred incident to such mandated training attendance.

10.4.5. Voluntary attendance at, and travel to and from any, non-required training courses for the purpose of individual career advancement or enhancement shall not be considered compensable work time in accordance with the Fair Labor Standards Act. Upon request of the employee, an educational reimbursement program is available with the Sheriff's advance approval.

10.5. Policy and Procedure Manual

10.5.1. The Employer has adopted LEXIPOL's standardized policies and procedures. The Departmental policies and procedures shall be readily accessible to the employees on the Department's computer system. Employees shall be permitted to make copies of any portion of such manual. It shall be the responsibility of the section supervisors to insure that the policies are kept up to date. The Section supervisors shall also be required to insure that all employees within their assigned duty section are advised of policy updates or changes. An employee may be required by the Sheriff to acknowledge that he or she has read the policies and procedures in their entirety.

10.5.2. All new policies and/or policy updates shall be provided to the employees impacted by such policy and, when applicable, the Union prior to implementation.

10.5.3. The Sheriff recognizes that changes and/or modifications of policies which impact wages, hours or working conditions are mandatory subjects of bargaining as defined by state statute or interpreted by case law and may not be unilaterally implemented without prior agreement with the Union.

10.6. Use of Reserves, Special Deputies & Volunteers

10.6.1. It is agreed that Reserves, Special Deputies or volunteers are only to be used to supplement the work force rather than supplant the work force unless such Reserve, Special Deputy or volunteer is duly certified by the Pacific County Civil Service Commission as a temporary or emergency appointment.

10.6.2. Reserves or non-Civil Service authorized employees shall be prohibited from performing bargaining unit work until such work has been offered to all qualified bargaining unit employees.

10.7. Labor/Management Meetings

10.7.1. Labor/management meetings may be held as needed upon the mutual agreement of the Employer and the Union. The purpose of such meetings is to facilitate communication between the Employer and the Union on matters relating to non-monetary collective issues and concerns affecting the Employer and the bargaining unit.

10.7.2. These meetings are not intended to supplant or replace the grievance procedure, to circumvent the contract provision negotiations procedure, or to air individual employee concerns.

10.7.3. Only the Union Business Agent and two (2) bargaining unit members shall be present for the purpose of representation of the Union's position. No more than three (3) Employer representatives shall be present for representation of the Employer's position.

10.8. Political Activity

10.8.1. Political activity shall be controlled in accordance with state/federal law.

10.9. Equipment/Safety

10.9.1. The Employer agrees that every effort will be made to insure that all equipment and vehicles will be maintained to meet acceptable safety standards and that all vehicles shall be maintained in proper running order. An employee shall report defective equipment and/or vehicles to the Sheriff or designee as soon as practical after the defect is noted so that repairs may be promptly completed.

10.10. Union - Employer Liaisons

10.10.1. A Shop Steward shall be permitted to serve as a liaison between the Union and the Employer without reprimand provided that such services do not unreasonably disrupt normal work schedules. The Shop Steward shall not suffer a loss of compensation for liaison services.

10.10.2. The Shop Steward shall be permitted to participate in negotiations, grievance hearings and Union meetings without the loss of regular compensation. Employees directly involved in grievance hearings may do so without the loss of regular compensation. The Union shall strive to conduct its affairs with the least amount of impact to the Employer.

10.11. Jury Duty

10.11.1. When an employee is called upon for jury service in any municipal, county, state, or federal court, said employee shall advise the Employer upon receipt of such notification. If taken from his or her work for such service, the employee shall be reimbursed as provided herein for any loss of wages while actually performing such service; provided the employee exhibits to the Employer his properly endorsed check and permits the Employer to copy the check or voucher he receives for such service. The amount the employee is to be reimbursed shall not exceed the employee's base rate pay, including longevity.

10.12. Leave Transfer

10.12.1. An employee may transfer accrued vacation leave in accordance with County Resolution No. 2004-032 to assist an employee who has suffered a medical or other emergency and has exhausted all of his or her accrued leave time.

11 EMPLOYEE DISCIPLINE

11.1. Purpose of Disciplinary Action

11.1.1. All employees shall conduct themselves in a manner that will be consistent with established rules and regulations. Disciplinary action is not primarily intended to be punitive, but rather to inform the employee of and to provide compliance with required improvements and to maintain the efficiency of day-to-day operations, and in keeping with sound principles of Employer - Employee relations in providing County services.

11.2. Just Cause for Disciplinary Action

11.2.1. All disciplinary action including, but not limited to, suspension, demotion and termination which is taken against an employee shall only be for just cause; provided, however, this provision shall not apply during an employee's probationary period, during which time the employment status shall be strictly "at will".

11.3. Degree of Progressive Discipline

11.3.1. The degree of discipline administered depends on the severity of the infraction. It is the responsibility of the Sheriff or designee to evaluate thoroughly the circumstances and facts as objectively as possible. There are several types of disciplinary actions which may be applied to discourage detrimental behavior or actions as set forth in Section 11.4. Unless expressly waived by the employee and the Union a meeting shall be held between the Sheriff or designee and the employee prior to a decision being made on the appropriate discipline to be applied, if any. An employee has the right of Union representation at each step of the discipline procedure.

11.3.2. Disciplinary meetings regarding non-criminal allegations of misconduct or policy violations which may result in some form of disciplinary action being taken against an employee, excluding oral warnings, shall be preceded by written notification to the employee at least seventy two (72) hours in advance of said meeting. The written notification shall advise the employee of: **1)** the allegations which have been made; **2)** If applicable, the specific policies alleged to have been violated; and **3)** the employee's right to Union representation. The Sheriff or designee shall respond within seven (7) calendar days following the disciplinary meeting with his or her written decision on the matter. The determination shall include whether the allegations were founded, unfounded or unsubstantiated, the reasons for his or her determination, and his or her disposition of the issue at hand.

11.3.3. Nothing within this provision shall be construed to limit the Employer's ability to impose administrative leave with regular compensation as a precursor to possible disciplinary action.

11.3.4. Whenever possible, the Sheriff or designee agrees to correct, counsel or discipline employee(s) in private. The results of an employee correction, counseling or discipline shall not be posted on Employer/employee bulletin boards or any other location that employees may have access to.

11.4. Types of Discipline

11.4.1. Oral Warning: This type of discipline should be used for infractions of relatively minor degree. The Sheriff or designee should at all times inform the employee, in private, that it is an oral warning and that the employee is being given an opportunity to correct the infraction. If the infraction is not corrected, the employee may be subject to more severe disciplinary measures. "Oral" warnings which are documented by the Employer for his/her personal reference shall not be placed in the employee's personnel file or provided to the employee, nor shall copies of such "personal" notations be distributed to other employees.

11.4.2. Written Warning: This form of discipline may be utilized by the Sheriff or designee in the event the employee disregards an oral warning or if the infraction is severe enough to warrant a written record in the employee's personnel file. Written warnings shall remain in the employee's personnel file for a maximum of eighteen (18) months following the date of issuance. Following this eighteen (18) month period, such written warning(s) shall be not be considered for further cumulative disciplinary action and shall be removed from the personnel file at the employee's request.

11.4.3. Demotion: This form of discipline may be utilized when the employee's actions or inaction's have continued or reoccurred after being advised of misconduct, or failure, or after commission of a serious act of misconduct, or when unable to adequately perform the responsibilities of the position held.

11.4.4. Suspension: This form of discipline may be utilized as a result of:

a) A significant infraction; or
b) A repeat violation after the employee has received a written warning and has not adequately improved or corrected performance.

The original signed copy of the suspension notice will become part of the employee's permanent personnel file. A copy of such notice shall be provided to the employee.

11.4.5. Discharge: This form of discipline results in termination of employment. Prior to the termination of an employee, the Sheriff must be certain of all facts influencing the decision to terminate and should be objective in the evaluation of the circumstances being considered. A pre-termination hearing in which the employee is advised of the basis for discharge and provided an opportunity to respond to the allegations shall be conducted prior to a discharge.

12 GRIEVANCE PROCEDURE

12.1. Purpose

12.1.1. The parties recognize that the most effective accomplishment of the work of the Sheriff requires prompt consideration and equitable adjustment of employee grievances. It is the desire of the parties to adjust grievances informally whenever possible, and both management

and employees are expected to make every effort to resolve problems as they arise. However, there may be instances where a grievance can be resolved only after a procedural review. Accordingly, the following procedures are established to process such disputes as fairly and expeditiously as possible.

12.2. Grievance Definition

12.2.1. A grievance shall be defined as a dispute which may arise from the misapplication and/or misinterpretation of the terms and conditions of this Agreement.

12.3. Procedure

12.3.1. Initial Action: As soon as possible, but in no case later than fifteen (15) days after an employee has been made reasonably aware of a grievable dispute, the employee shall submit a written summary of the grievance to the Union for determination of merit. The employee may informally discuss the alleged grievance with their supervisor and/or the Sheriff prior to submitting it in writing to the Union.

12.3.2. Union initiated grievances shall be submitted in writing directly to the Sheriff for resolution.

12.3.3. Written Grievance to Sheriff: Upon the determination of merit by the Union, or if the grievance is not informally resolved, the grievance shall be submitted to the Sheriff for resolution. The written grievance shall set forth the detailed facts concerning the nature of the grievance, contractual provisions allegedly violated, if applicable, and the relief sought. An investigation shall be conducted into the allegations and the employee and the Union shall be notified in writing of the Sheriff's decision within a reasonable amount of time after receipt of the written grievance.

12.3.4. If the grievance is not resolved to the satisfaction of both parties as set forth in the forgoing paragraphs, or the Sheriff fails to respond to the grievance in a timely manner, the grievance may be submitted to the Pacific County Civil Service Commission or to grievance arbitration as set forth in Section 12.4. unless the processing of such grievance is limited by Section 12.3.5. The Union or the employee may utilize one resolution process but shall be prohibited from utilizing both processes for the same grievance. Nothing contained in this Section shall be construed as to prevent a Civil Service appointed position from seeking resolution to a non-property loss disciplinary action in front of the Civil Service Commission without Union representation. Grievance mediation may be used as an alternate resolution process, based upon mutual agreement, before proceeding with the formal remedies listed above.

12.3.5. Disciplinary action, other than property loss, (i.e. accrued sick leave or vacation debit, suspension, demotion, or discharge) shall not immediately proceed to arbitration or to a Civil Service Hearing if such grievance is not resolved with the Sheriff. Such action shall be held in abeyance and be subject to resolution by arbitration or the Civil Service Commission only if such prior discipline is being relied upon by the Sheriff in the case of a subsequent disciplinary action, in which case, the grievance which was held in abeyance will be adjudicated at the arbitration or Civil Service hearing prior to the adjudication of the discipline imposed.

12.4. Arbitration

12.4.1. A request for arbitration shall be in writing and shall be submitted to the other party within fifteen (15) calendar days following the date that final resolution is not reached or not responded to under the aforementioned grievance procedure. Said appeal shall identify the previously filed grievance and set forth the issue(s) which the moving party seeks to have arbitrated.

12.4.2. The Public Employment Relations Commission shall be requested to assign a staff arbitrator to hear the issue(s) in dispute, or to provide a list of eleven (11) arbitrators from the Public Employment Relations Commission (PERC) or the Federal Mediation Conciliation Service (FMCS). The moving party shall complete the necessary paperwork required by PERC or FMCS for the assignment of an arbitrator or the providing of a list of arbitrators. If a list is requested, the striking order shall be determined by a coin flip. Striking shall continue until one arbitrator remains.

12.4.3. The arbitrator shall be limited to determining whether the Employer or the Union has violated, erroneously interpreted, or failed to apply properly the terms and conditions of the Agreement. The arbitrator shall have no power to destroy, change, delete from, add to or alter the terms of this Agreement.

12.4.4. The arbitration hearing shall be convened as soon as possible after the appointment or selection process is completed. PERC rules and regulations shall govern the hearing if a PERC assigned arbitrator is utilized.

12.4.5. The parties agree that the decision of the arbitrator shall be final and binding and implemented within thirty (30) calendar days following the rendering of the decision.

12.4.6. Each party shall bear the cost of the preparation of its own case.

12.5. General Grievance Provisions

12.5.1. The term "employee" as used in this provision shall mean an individual employee or a group of employees accompanied by a Union representative.

12.5.2. A Union representative and/or an aggrieved party shall be granted time off, without loss of pay, to process a formal grievance after the written grievance has been submitted to the Sheriff; however, consideration should be given for the lost time that the Employer is required to bear to process the grievance. Preparation and filing of a written grievance shall be completed on the Union Representative's and/or employees' own time. Any investigations undertaken by the Union upon the work site shall be conducted so as not to disturb the work of other employees and only after advance notice to the Sheriff.

12.5.3. Grievances on behalf of an individual employee may be initiated or pursued by the Union without the employee's consent when the lack of pursuit of the issue would adversely affect the rights of other bargaining unit members.

12.5.4. The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties.

12.5.5. Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed period of time.

13 SEVERABILITY

13.1. Savings Clause

13.1.1. If any provision of this Agreement should be held invalid by operation of law, or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The provision held invalid shall be modified as required by law or by a tribunal of competent jurisdiction, or shall be re-negotiated for the purpose of an adequate replacement.

14. DURATION OF AGREEMENT

14.1 This Agreement shall be deemed to have become effective January 1, 2014, and will continue in effect through December 31, 2016. Specific provisions of this Agreement may be opened for further negotiations upon mutual written agreement of the parties to the Agreement.

THIS AGREEMENT IS EXECUTED THIS _____ day of, January 2015, by the authorized agents and representative of the parties hereto.

COUNTY COMMISSIONERS OF PACIFIC COUNTY, WASHINGTON

_____
Chairperson

_____
Commissioner

_____
Commissioner

Attest:

_____
Clerk of the Board

Scott L. Johnson 2-12-15
Pacific County Sheriff

Approved As To Form:

_____
Prosecuting Attorney

TEAMSTERS UNION LOCAL NO. 252

2/11/15
Darren L. O'Neil, Secretary/Treasurer

15. APPENDIX A - Salary Schedules

15.1. Listed below are the salary schedules applicable during the term of this agreement.

Effective January 1, 2014:
(Represents a two percent (2.0%) wage increase over 2013)

Salary Range	Step 1 1-6m	Step 2 7-12m	Step 3 13-24m	Step 4 25-36m	Step 5 37-48m	Step 6 49-60m	Step 7 61m-on
Deputy	$3,718	$3,862	$4,017	$4,167	$4,330	$4,500	$4,677
Sergeant*	$4,220	$4,383	$4,559	$4,730	$4,915	$5,108	$5,308
Lieutenant**	$4,642	$4,821	$5,015	$5,203	$5,407	$5,619	$5,839

Effective January 1, 2015:
(Represents a two percent (2.0%) wage increase over 2014)

Salary Range	Step 1 1-6m	Step 2 7-12m	Step 3 13-24m	Step 4 25-36m	Step 5 37-48m	Step 6 49-60m	Step 7 61m-on
Deputy	$3,792	$3,939	$4,097	$4,250	$4,417	$4,590	$4,771
Sergeant*	$4,304	$4,521	$4,650	$4,824	$5,013	$5,210	$5,415
Lieutenant**	$4,734	$4,973	$5,115	$5,306	$5,514	$5,731	$5,957

Effective January 1, 2016:

The 2016 base monthly wage rates shall be adjusted by 90% of the June 2014 to the June 2015 Seattle-Tacoma-Bremerton CPI-U, with a minimum of not less than one percent (1.0%) and a maximum not to exceed three percent (3.0%).

* Sergeant's monthly salary for each step is thirteen and one-half percent (13.50%) above the monthly salary of a Deputy.

** Lieutenant monthly salary for each step is ten percent (10.00%) above the monthly salary of a Sergeant.