

COLLECTIVE BARGAINING AGREEMENT

BETWEEN



TEAMSTERS LOCAL UNION #252
(REPRESENTING COMMISSIONED EMPLOYEES)

AND



PACIFIC COUNTY SHERIFF'S OFFICE

January 1, 2020 – December 31, 2022

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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

3.1.1. All eligible members shall be included in the bargaining unit represented by the Union, and shall be given the opportunity to become members in the Union, or to be a non-member of the Union and pay only a representation fee as determined by the Union. If an employee is a member of the Union, or consents to pay a representation fee as a non-member, such fees or membership dues shall be collected as a payroll deduction.

3.1.2. The opportunity to join the Union shall include, but is not limited to, the County providing a minimum of thirty (30) minutes of "reasonable access" to new employees during their first ninety (90) days of employment. This may occur at an employee orientation session or another mutually agreed presentation, and shall take place during the employees' regular work time. Attendance at such minimum reasonable access shall be a condition of employment for all eligible employees.

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.

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 more than eighty (80) hours in a month.

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 and may remain in an Emergency Appointed status for a period not to exceed one hundred and twenty (120) working days. Should an employee work beyond the aforementioned maximum, they shall be considered Temporary as defined in Section 5.4.

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. Employees shall have a minimum of twelve (12) hours between scheduled shifts for the “normal work week”. The reporting week will be Sunday through Saturday.

- a) At the Sheriff’s discretion, and with approval of a simple majority of members, an “alternate work week” such as ten (10), eleven (11), or twelve (12) hour workdays may be instituted. Should an “alternate work week” be implemented, Section 7(k) of the Fair Labor Standards Act (FLSA) will apply. Work periods or duty shifts may range from seven (7) to twenty-eight (28) days, such that they may exceed forty (40) hours in a given week, but not exceed a certain number of hours over a longer period. The particular number of hours is prorated based on the length of the work period. If an “alternative work week” is instituted, shift schedules may rotate.

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.

- 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.

6.2. 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. Compensatory (Comp) Time in Lieu of Overtime

6.3.1 Upon prior approval by Management per the procedure used now for requesting sick or vacation time, employees may elect to accrue compensatory time (comp time) in lieu of payment at the overtime rate of one and one-half (1.5) hours for each overtime hour worked up to a maximum of forty (40) hours in a given year. An employee may not accrue more than forty (40) hours of comp time in any given year. Once an employee makes this election, the time accrued may thereafter (with prior approval by management) be taken as comp time off at the employee's regular rate and hour-for-hour. In December of each year, any unused comp time will be added to payroll and cashed out on January 12th at the employee's regular rate and hour-for-hour. There will be no carry-over of comp time into the next calendar year. 2020 will serve as a trial period for this section. The Sheriff reserves the right to modify or eliminate this section for business reasons. Sixty (60) days of notice must be given to the Union regarding any changes within this section.

6.4. Meal & Rest Breaks

6.4.1. 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.

6.4.2. 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.

6.5. Call Out

6.5.1. 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.

6.5.2. 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. In this case, the employee shall be guaranteed a minimum of one (1) hour of compensation of the employee's applicable rate of pay.

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.

6.5.3. 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.

6.6. Working out of Classification

6.6.1. 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, 2020, 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 01/01/2020 | Cost Share – ER/EE | Employer Payment | Employee Payment |
|------------------------|--------------------------|--------------------|-------------------|--|
| Medical – Plan “B” | \$1,268.00 | - | \$962.84 | \$305.16 |
| Life and AD&D Plan “A” | \$8.60 | - | \$8.60 | - |
| Time Loss Plan “C” | \$6.00 | - | \$6.00 | - |
| Disability Waiver | \$11.40 | - | \$11.40 | - |
| Dental – Plan “A” | \$120.50 | - | \$120.50 | - |
| Vision – Extended Plan | \$17.10 | - | \$17.10 | - |
| RWT Plus | \$94.85 | - | - | \$94.85* (final number not available at time of ratification) |
| County Life Insurance | \$7.60 | - | \$7.60 | - |
| VEBA Contribution | \$195.96 | - | \$195.96 | - |
| Monthly Totals | \$1,730.01 | | \$1,330.00 | \$400.01 |

7.1.2. Medical, Dental & Vision: Effective January 1, 2020, 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 0.75 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 tenth (10th) day of each month.

| Program | Premium as of 01/01/2020 |
|------------------------|--------------------------|
| Medical – Plan “Z” | \$1,196.00 |
| Life and AD&D Plan “A” | \$8.60 |
| Time Loss Plan “C” | \$6.00 |
| Disability Waiver | \$11.40 |
| Dental – Plan “A” | \$120.50 |
| Vision – Extended Plan | \$17.10 |
| Monthly Totals | \$1,359.60 |

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 \$1,330.00 during calendar year 2020, and a maximum of \$1,360.00 for calendar year 2021 and a maximum of \$1,390.00 for

2022. 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. The parties have agreed that the bargaining unit shall have the option of selecting the specific WTWT plans for full-time employees and the allotment of payment to such plans in accordance with the agreed to Employer contribution amount. Such plan designation and allotment amounts are outlined in 7.1.1 and shall be updated annually and attached to this agreement as an appendix.

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, 2020, 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 sum required will be deducted from the employee's paycheck per the cost share indicated in Section 7.1.1.

The specific retiree medical program is listed below:

| Premium Effective Dates | Retirees Medical - RWT Plus |
|--------------------------------|------------------------------------|
| Premium as of 01/01/2020 | \$94.85 |
| Premium as of 01/01/2021 | TBD |
| Premium as of 01/01/2022 | 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. After three (3) days during which employee may use sick time, 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. If the employee remains disabled on the 14th day, either on time loss or loss of earning power (LEP), and entitled for compensation from LNI for compensation for the first three (3) days, the employee will be credited for any sick time hours taken in the first three (3) days.

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 are

compensated for 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. 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 two (2) bargaining unit employee may be on vacation at any one time. 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.

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 notify the employer when utilizing sick leave to obtain medical, dental, and/or vision care for himself or herself and/or his or her immediate family.

7.7.5. 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.

7.7.6. 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 2016-021.

7.7.7. 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.

- a) Personal property with a replacement value of \$500.00 or more shall not be used in the line of duty unless there has been prior written approval by the Sheriff or designee.

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 | Cell Phone |

- a) The Employer will supply each employee a cell phone. Use of cell phone is governed by the Pacific County Internet, E-Mail, Telephone and Other Electronic Equipment and Media Use Policy.

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

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.

7.12.1 Foreign Language

Employees who are fluent in foreign languages and dialects common to the service area (i.e. Spanish, Laotian, Vietnamese, Cambodian, or Chinese) shall qualify for additional compensation equivalent to two percent (2.0%) of the employee's base salary for the initial language and one-half percent (.05%) for additional languages up to a maximum of three and one half percent (3.5%).

7.12.2 Post-Secondary Education

Employees who have attained or possess post-secondary education from an accredited college or university approved by the Sheriff will qualify for supplemental compensation. In order to qualify for the educational incentive, employees must provide the Sheriff copies of their diploma and/or transcripts showing completed hours. The amount to be afforded that employee will be as follows;

- Those employees who have obtained an AA/AS degree from an accredited college or university, or the equivalent number of credits from a four year accredited institution approved by the Sheriff shall qualify for an education incentive equivalent to two percent (2%) of the employee's base salary. The number of credits required to complete an Associate's degree will depend upon the state mandate and the program of study. Typically, this degree requires 60 semester hours or 90 quarter hours.
- Those employees who have obtained a BA/BS degree from an accredited college or university approved by the Sheriff shall qualify for an education incentive equivalent to four percent (4%) of the employee's base salary.
- Those employees who have obtained a MA/MS degree from an accredited college or university approved by the Sheriff shall qualify for an education incentive equivalent to six percent (6%) of the employee's base salary.

7.12.3 Standard Physical Testing

The employer agrees to compensate employees a one-time per year five hundred dollars (\$500) performance bonus for voluntary participation and successful completion of standard physical testing three (3) times per year. Compensation will be included on the December 12th pay day. To be eligible for this compensation, an employee must successfully pass the physical ability testing three (3) times per year. Testing will be scheduled by management on two (2) days, three (3) times per year. Employees are required to attend one of the scheduled sessions on their own time; there will be no exceptions. If the testing is scheduled during an employee's work period, the employee must use vacation time or compensatory time to cover the time spent testing.

7.12.4 Special Assignment

Employees who meet certain training or certification requirements who are assigned to the following special assignment(s), and meet performance expectations for that assignment as determined by the Sheriff, will be provided additional compensation as outlined below. Special Assignments are made at the sole discretion of the Sheriff and can be revoked at any time. The amount to be afforded that employee will be as follows;

- a) Field Training Officer (FTO). Employee assigned duties of an FTO shall qualify for special assignment compensation equivalent to three percent (3%) of the employee's base salary for hours working in this capacity. With the understanding that any part of a week shall qualify for one (1) week FTO pay and any assignment longer than one (1) week shall qualify the employee for one (1) month FTO pay.
- b) Training Instructor. Employee shall qualify for special assignment compensation equivalent to five percent (5%) for hours spent providing approved training or other approved activities directly related to training, while so engaged on an hourly basis.

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 and payments made in accordance with Section 7.1.1 to a Voluntary Employee Benefit Account.

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. For employees hired after January 1, 2017, if an employee's date of hire is from the first through the fifteenth day of the month; step increases, longevity and leave accruals shall be effective on the 1st day of the month. For employees hired from the 16th day of the month through the last day of the month; step increases, longevity and leave accruals shall be effective the 1st day of the subsequent month.

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. PAY METHOD AND DATE:** The salary of employees represented by this Agreement for services rendered for a given month will be paid via electronic direct deposit to the employee(s). If there is an unforeseen incident out of the employer's control, the deposit will be made within three (3) to five (5) working days. Prior to implementation of a new pay date, the parties shall meet and bargain the impacts of this change in pay date.

Effective January 2021, pay dates will be changed to the 12th of each month, with a draw of up to fifty percent (50%) of pay on the 26th of each month.

- Employees will be paid on December 31, 2020 per current schedule.
- On January 15, 2021, employees may take a draw, and lag payroll for December 2019 will be paid.
 - There will be no draw on January 26, 2021 - draw is allowed early on January 15, 2021.
- For one time only, in the first pay period of fiscal year 2021, an employee may "cash out" a maximum of eighty (80) hours of aggregated (annual and/or paid sick) leave, with the following conditions:
 - A maximum of forty (40) hours of paid sick leave may be used, so long as the employee retains at least eighty (80) hours of paid sick leave in their bank.
 - A maximum of eighty (80) hours of annual leave may be used, so long as the maximum aggregated (annual + paid sick) leave being cashed out does not exceed eighty (80) hours
 - For example, if the employee chooses to cash out the maximum allowable forty (40) hours of paid sick leave as outlined above, the maximum amount of allowable annual leave that may be used will be forty (40) hours, giving the employee a grand total of eighty (80) hours of aggregated leave.
- Leave cash out would be paid on the last working day of January 2021.
- On February 12, 2021, employees will be paid for the month of January.
- On February 26, 2021, employees may take a draw of up to fifty percent (50%) of their pay.

Change in pay date is contingent on agreement by other collective bargaining units, management and elected officials.

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 if they are interested; 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 or reduction in hours.
- 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 per civil service rules 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 | Lieutenant, 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.
- 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.

10.13. Lateral Transfers

10.13.1. The County will authorize individuals who laterally transfer to the Pacific County Sheriff's Office to receive recognition and credit for their continuous law enforcement experience with previous law enforcement agencies for salary and benefit accrual purposes only.

10.13.2. The salary and benefit accrual placement impacts the following;

- a) step placement on the salary schedule; and
- b) vacation accrual placement; and
- c) longevity accrual placement.

10.13.3. Authorized salary step placement or benefit accrual rates shall not change or otherwise enhance an employee's seniority date (original date of hire) for application under the terms and conditions of the collective bargaining agreement.

10.13.4. Specific salary and benefit accrual levels shall initially be established at the sole discretion of the Sheriff. Once authorized by the Sheriff and the Board of County Commissioners, the initial salary and benefit step or accrual placement may not be unilaterally rescinded unless salary and benefit accrual levels are inadvertently established outside the scope of actual salaries and benefits set forth in the current collective bargaining agreement.

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 unless required per RCW 42.56. If the County receives a request under the Act to inspect or copy the information and the County determines that the release of the information is required by the Act, the County's sole obligation shall be to notify the employee of the request and the date that such information will be released to the requestor unless the employee obtains a court order to enjoin the disclosure pursuant to the RCW 42.56.540. If the employee fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. If the Employer documents the oral warning for his/her personal reference the employee will be notified of such. Information documented in relationship to an oral warning will be filed

for destruction purposes per the SAO retention schedule. The information cannot be referenced for future disciplinary action at the completion of 12 months from when the documentation was filed.

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 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 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

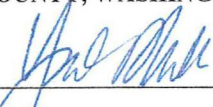
13.1.1. If any provision of this Agreement should be held invalid by operation of law, or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The provision held invalid shall be modified as required by law or by a tribunal of competent jurisdiction, 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, 2020, and will continue in effect through December 31, 2022. Specific provisions of this Agreement may be opened for further negotiations upon mutual written agreement of the parties to the Agreement.

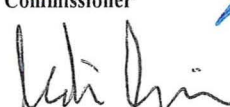
THIS AGREEMENT IS EXECUTED THIS 12th day of November, 2019 by the authorized agents and representative of the parties hereto.

COUNTY COMMISSIONERS OF
PACIFIC COUNTY, WASHINGTON

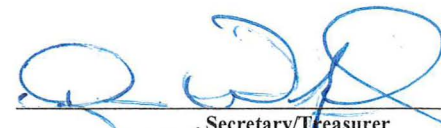

Chairperson

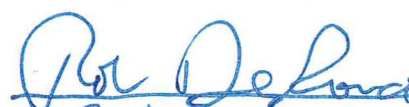

Commissioner


Commissioner


Pacific County Sheriff

TEAMSTERS UNION LOCAL NO. 252


Secretary/Treasurer

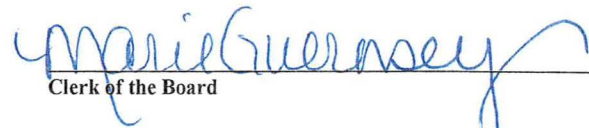

Business Agent

Approved As to Form:


Prosecutor's Office

36669
WSBA#

Attest:


Clerk of the Board

15. APPENDIX A - Salary Schedules

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

Effective January 1, 2020:

The 2020 base monthly wage rates shall be adjusted by five percent (5%) over 2019 wages.

| Salary | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|--------|---------|---------|---------|---------|---------|---------|
| Range | 1-12m | 13-24m | 25-36m | 37-48m | 49-60m | 61m-on |
| Deputy | \$4,584 | \$4,755 | \$4,943 | \$5,135 | \$5,339 | \$5,553 |

| | |
|--------------|---------|
| Sergeant* | \$6,386 |
| Lieutenant** | \$7,025 |

Effective January 1, 2021:

The 2021 base monthly wage rates shall be adjusted by three percent (3%) over 2020 wages.

| Salary | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|--------|---------|---------|---------|---------|---------|---------|
| Range | 1-12m | 13-24m | 25-36m | 37-48m | 49-60m | 60m-on |
| Deputy | \$4,722 | \$4,898 | \$5,092 | \$5,290 | \$5,500 | \$5,720 |

| | |
|--------------|---------|
| Sergeant* | \$6,578 |
| Lieutenant** | \$7,236 |

Effective January 1, 2022:

The 2022 base monthly wage rates shall be adjusted by eighty percent (80%) of the June 2020 to the June 2021 Seattle-Tacoma-Bellevue CPI-U, with a minimum of not less than two percent (2%) and a maximum not to exceed three percent (3.0%) over 2021 wages.

* Sergeant's monthly salary is fifteen percent (15.00%) above the monthly salary of a Top Step Deputy.

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

16. APPENDIX B - Seniority Listing

16.1. This seniority listing is reflective of an employee's original date of hire with the Employer in accordance with established Civil Service rules and regulations. In some cases an employee's "benefit accrual date" may be different than an employee's date of hire. This seniority list is limited to those employee's employed by the Pacific County Sheriff's Office upon ratification of this Agreement and shall be updated in subsequent Agreements.

16.2. The "benefit accrual date" may not be utilized for any other purpose but to establish a date to compute certain benefit level accruals, e.g. vacation, longevity, etc. The "benefit accrual" date may not be utilized for layoff, recall, or bidding purposes within an employee's employment classification.

16.3. This seniority listing includes employees of the Pacific County Sheriff's Office currently working in "appointed" non-union positions. The "appointed" employee's seniority dates remain unaffected by the duration of the appointment and are subject to application under the terms and conditions of this Agreement whenever their "appointment" is withdrawn by the Sheriff.

| Name | Position | Date of Hire | Benefit Accrual Date |
|------------------------|-----------------------|--------------|----------------------|
| Ronald Davis (a)(b) | Undersheriff | 02-14-2007 | Same |
| Patrick Matlock (a)(c) | Chief Criminal Deputy | 12-16-1996 | 10-23-1995 |
| Matthew Padgett (a) | Chief Criminal Deputy | 01-01-2019 | Same |
| Jonathon Ashley (d) | Sergeant | 09-02-2006 | Same |
| Randal Wiegardt (e) | Sergeant | 08-10-2013 | Same |
| Sean Eastham | Deputy Sheriff | 04-10-2006 | Same |
| Jesse Eastham | Deputy Sheriff | 01-01-2015 | Same |
| Ryley Queener | Deputy Sheriff | 11-18-2016 | Same |
| Dustin Eaton | Deputy Sheriff | 11-18-2016 | Same |
| Nicholas Zimmerman | Deputy Sheriff | 03-01-2017 | Same |
| Kyle Pettit | Deputy Sheriff | 04-01-2019 | Same |
| Kevin Acdal (f) | Deputy Sheriff | 06-01-2019 | 10-01-2016 |
| Logan Macomber | Deputy Sheriff | 06-10-2019 | Same |
| Anthony Kimball (g) | Deputy Sheriff | 09-01-2019 | 09-24-2012 |

(a) Denotes employees currently working in an appointed position.

(b) Ronald Davis was originally hired on February 14, 2007 as a Deputy Sheriff; appointed Undersheriff effective January 1, 2019.

(c) Patrick Matlock was originally hired on October 23, 1995 as a Corrections Officer. Mr. Matlock entered the Deputy Sheriff classification on December 16, 1996, was promoted to Sergeant effective September 1, 2010, and appointed as Chief Deputy March 4, 2011.

(d) Jonathan Ashley was originally hired on September 2, 2006 as a Deputy Sheriff; promoted to Sergeant effective January 4, 2019.

(e) Randal Wiegardt was originally hired on August 10, 2013 as a Deputy Sheriff; promoted to Sergeant effective April 25, 2019.

(f) Kevin Acdal was originally hired on October 1, 2019 as a Corrections Officer; entered the Deputy Sheriff classification on June 1, 2019.

(g) Anthony Kimball was originally hired on September 24, 2012 as a Corrections Officer; entered the Deputy Sheriff classification on September 1, 2019.