

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

TO: Board of County Commissioners
FROM: Mark McCauley, County Administrator
Sarah Melancon, Human Resources Director
DATE: December 18, 2023
SUBJECT: **AGREEMENT and SUBSCRIPTION AGREEMENT** re: Collective Bargaining Agreement and Trust Participation for Jefferson County Sheriff's Office Administrative Staff Employees; January 1, 2024 through December 31, 2026; Teamsters Local No 589 and Teamsters Welfare Trust

STATEMENT OF ISSUE:

The Teamster's Collective Bargaining Agreement covering Jefferson County Sheriff's Administrative Staff expires December 31, 2023. In addition to the Collective Bargaining Agreement, a subscription agreement is included for employees to participate in the Washington Teamsters Welfare Trust in order to receive health care benefits.

ANALYSIS:

As a result of negotiations with the Teamsters Union, the attached agreement was ratified on November 29, 2023 by employees represented by Teamsters.

FISCAL IMPACT:

- 12% general wage increase over three years, with a new step 8 added on January 1, 2026.
- Wage scale changing from a 10 Step to a 7 Step system.
- Increase in increments between steps adjusted from 2.5% to 3.0%.
- Effective January 1, 2024, all employees move from Sick and Vacation to Personal Time Off (PTO).
- One additional PTO floater day is provided each year effective January 1, 2024.
- Longevity pay: Employees shall receive the following annual longevity pay for completing the following years of service:
 - 30 years of employment \$2,600
 - 35 years of employment \$3,000
 - 40 years of employment \$3,400
 - 45 years of employment \$3,800
- Change in job classification title from Records Officer to Sheriff's Support Services Technician.
- Implementation of a Sheriff's Support Services Technician career ladder with Grade I and Grade II.
- Ability to assign Lead pay of 5%.

RECOMMENDATION:

Approve and sign the Collective Bargaining Agreement and the Subscription Agreement.

REVIEWED BY:


Mark McCauley, County Administrator

12/14/23
Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Teamsters Local 589 Sheriff's Support Staff

Contract No: Teamster 589

Contract For: Collective Bargaining; Sheriff's Support Services Staff Term: on going

COUNTY DEPARTMENT: Human Resource

Contact Person: Sarah Melancon

Contact Phone: x 133

Contact email: semelancon@co.jefferson.wa.us

AMOUNT: 12% over 3 yrs with step and longevity changes

Revenue: _____

Expenditure: _____

Matching Funds Required: _____

Sources(s) of Matching Funds: _____

Fund # _____

Munis Org/Obj _____

PROCESS:

☐

Exempt from Bid Process

☐

Cooperative Purchase

☐

Competitive Sealed Bid

☐

Small Works Roster

☐

Vendor List Bid

☐

RFP or RFQ

☒

Other: Bargaining Agreement

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH ICC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 12/13/2023.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 12/14/2023.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

AGREEMENT

by and between

JEFFERSON COUNTY

and

TEAMSTERS LOCAL 589

Covering

Sheriff's Support Services Staff

For the period from
January 1, 2024 through December 31, 2026



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AGREEMENT
by and between
JEFFERSON COUNTY SHERIFF'S OFFICE
SHERIFF'S ADMINISTRATIVE STAFF
and
TEAMSTERS LOCAL UNION NO. 589
OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

January 1, 2024 through December 31, 2026

This document constitutes an agreement between the Sheriff's Office of JEFFERSON COUNTY, a political subdivision of the State of Washington and TEAMSTERS LOCAL #589, Port Angeles, Washington.

PREAMBLE

It is hereby agreed between Jefferson County, the Employer, and TEAMSTERS LOCAL #589, the Union, that the employment of all employees working in SHERIFF'S SUPPORT SERVICES STAFF, as shown in Appendix "A" shall be governed by the following conditions. It is also understood and agreed that the County possesses the sole right to operate the Sheriff's Office in order to properly carry out the functions of county government and that all management rights rest with the county except as may be specifically restricted by this document.

The fundamental purpose of public employment is to provide the highest level of services to the citizens of Jefferson County and this principle is the overarching guidance in administering the agreement.

ARTICLE 1 – RECOGNITION

- 1.1 The County recognizes the Union as the designated exclusive representative for all regular full and part time employees, employed in the Sheriff's Support Services, as described in Appendix A Wages and excluding all other employees. Provided further, the Employer may hire extra help as needed and such employees shall not be required to join the Union, pay dues or pay any amount in lieu of dues with notification and approval of the Union and further these employees shall not be covered by any provision of this Agreement and shall receive no benefit of this Agreement.
- 1.2 Both the Employer and the Union recognize the importance of filling each position with the most capable individual available. In promoting, the Employer will recognize skill and merit as the principal consideration in making promotions. Should two candidates have equal skill and merit based on duties performed and positive performance review, then the seniority of the employee shall be considered, but shall not be the determining factor.
- 1.3 Regular part-time employees (not seasonal, casual labor, 90 day temporary, extra hire, or Clerk Hire) may perform bargaining unit work, and shall accrue benefits on a pro-rata annual basis based on actual hours worked.
 - 1.3.1 Any employee filling a budgeted position of over 1,820 hours in any year is considered a full time employee and shall be provided the benefits set out in Articles 12, 13, 14, 15, 16 and 17.

1.3.2 All benefits conferred by this contract shall be pro rata on the basis of straight time hours compensated to the part-time employee in relation to 2,080 provided.

1.3.3 Regular part-time employees are eligible to be promoted to a regular full time position without having to go through a public hiring process when a full time position for which they are qualified occurs provided: 1) that they went through a public hiring process for the regular part-time position they currently hold in accordance with Civil Service Rules and Jefferson County policy, 2) that they have advised their supervisor of their interest in the position, and 3) management offers the position to the employee. Management reserves the right to determine if an employee is qualified to be promoted or if the position will be advertised to the public.

1.3.4 If it is determined by the Sheriff that a regular full-time position would be designated a regular part-time position, upon request of the Union the parties would agree to meet and discuss.

1.4. Seasonal, casual labor, extra hire, 90-day temporary, extra help, or Clerk Hire are employees who are employed to meet the short term needs of the Department, are seasonal in nature, and are scheduled for sixty-nine (69) hours or less per month. Fringe benefits shall not be available to employees in this type of position, and they shall not be bargaining unit members. Employees in such positions are not eligible for internal promotion and must go through the public hiring process for any regular part-time or full-time position.

1.4.1 The Employer shall not "chain" Section 1.4 employees such that two (2) or more Section 1.4 employees constitute a regular full-time position.

1.5 No employee shall be laid off due to the contracting or sub-contracting of bargaining unit work. In the event a portion of the bargaining unit work is to be subcontracted or transferred, the County will advise the Union and enter into bargaining as required by law.

ARTICLE 2 - UNION NOTIFICATION AND FEES

2.1 **Notification of New Hires:** The Employer agrees to notify the Union each month when new employees are hired providing the employee's name, date of hire, position and wage rate. As provided in RCW 41.56.037, the Employer shall provide the exclusive bargaining representative reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee; provided, however, the Union representatives first notify the Department Head or designee. Such visits shall not interfere with or disturb the employees in the performance of work, shall not interfere with citizen business, and shall be limited to areas which do not violate County security and/or confidential files.

2.2 **Payroll Deduction Procedure:** As provided in RCW 41.56.110 the Employer shall deduct and transmit monthly those regular Union initiation fees, dues, and regular assessments from the pay of each employee who so affirmatively authorize in writing, on a form acceptable to the County Auditor, the Employer to make the deduction. Employee affirmative authorization forms shall be retained by the County. In addition, the Employer shall provide the Union a list of employees and their respective Union-related

deductions. The Union agrees to indemnify, defend and hold the Employer harmless against any and all claims, suits, orders and judgments brought against the Employer as a result of or arising from any payroll deduction made on the Union's behalf. The Union may give the Employer thirty (30) days written notice to discontinue payroll deductions for any employee subject to this Section.

ARTICLE 3 - UNION MANAGEMENT RELATIONS

- 3.1 All collective bargaining with respect to wages, hours, and working conditions of employment, shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.
- 3.2 Agreements reached between the parties of this agreement shall become effective only when signed by designated representatives of the Union and the Employer.
- 3.3 All conditions of employment provided by County Policy not superseded by this Agreement with its past practices shall apply to unit employees.
- 3.4 The Parties recognize the inherent Rights of Management to manage the affairs of the Employer; however, in the exercise of such Management Rights, the administration of discipline after trial period is satisfactorily completed shall only be for just cause.

ARTICLE 4 - NON-DISCRIMINATION

- 4.1 The parties agree that there will be no discrimination against any employee because of their lawfully protected class status, in the administration or application of the terms of this agreement. Claimed violations of this sub-Article 4.1 shall not be subject to Article 13, Grievance Procedure, but must be resolved / adjudicated in other appropriate forums.
- 4.2 No employee covered by this agreement shall be discriminated against because of membership in the Union or lack thereof, or activities on behalf of the Union; provided, however, that union activity shall not be conducted during working hours except as expressly allowed herein or be allowed in any way to interfere with the Employer's operations.

ARTICLE 5 - UNION AND EMPLOYEE'S RIGHTS

- 5.1 The Employer and employees mutually agree to treat each other with respect and in a professional manner complying with Jefferson County policies and procedures.
- 5.2 An Employee acting within the limits of the authority established by the Employer, who is injured during the performance of assigned duties, shall report all injuries within that shift to the appointing authority.
- 5.3 Duly authorized representatives of the Union shall be permitted access to the properties of the Employer at reasonable times for the purpose of observing working conditions and transacting Union business; provided, however, that the Union Representative first

secures approval from a designated Employer Representative and that no interference with the work of Employees or the proper operation of the Employer shall result.

- 5.4 The Employer agrees to provide bulletin board space for posting of official Union notices which shall be signed by a responsible agent of the Union.
- 5.5 The Union shall be permitted to establish stewards. The duties of the steward shall be to give the Union notice of new Employees hired and to receive complaints and if not resolved as provided in Section 13.6 will be communicated to the Business Agent of the Union, who in turn will take the matter up with the Employer. The discussion of Union business and the investigation of grievances shall take place during the Employee's free time or before or after shift. In the event the investigation of grievances is not possible during the Employee's free time before or after shift the Steward shall be allowed a reasonable amount of time during working hours to perform such function, provided that the steward has supervisor approval. Stewards shall not interfere with the management of the County or direct the work of any Employee.
- 5.6 Employees have the right to seek the assistance of their Union according to RCW 41.56
- 5.7 The Steward may sign up new Employees.

ARTICLE 6 - PERSONNEL RECORDS

- 6.1 All personnel records in the County's control are confidential to the extent provided by law. The parties hereto recognize that effective management requires the maintenance of records regarding an Employee's career development. These records may accompany an Employee through succeeding administrators. To ensure that the doctrine of fairness is applied with respect to these records, the following procedure will be adhered to:

- #1 Whenever any item is entered into or removed from an Employee's personnel file, a copy of same shall be provided to the Employee. Failure to provide a copy to the employee at the time the item becomes part of the employee's record renders such item VOID.
- #2 Any item that reflects unfavorably on the employee and will be retained in a personnel record, shall be initialed by the employee. The employee's initials are not an admission of guilt but verification that they have seen it and it is an item that was put in a record. If the employee refuses to initial the document, management shall note it and put the document in the personnel file. Failure to provide the item to the employee for signature renders the item VOID and it shall be removed from the employee's file and destroyed.
- #3 In the case that an item reflects unfavorably upon an Employee, when the item is entered into the personnel file the Employee shall be allowed an initial opportunity to respond (up to ninety (90) calendar days) to the content of the item, in writing, and the Employee's response shall be included in the personnel file, and one copy shall be provided to the Local Union. Failure to allow an employee this initial response opportunity or to staple the response to the unfavorable item renders the item VOID.

- #4 Each Employee shall be allowed access to his/her personnel records for review of its contents at reasonable times and upon reasonable notice. Employees shall be permitted to add explanations, exceptions or comments regarding any item in the record and may staple their insertion to the relevant document so long as no damage is done to the file content.
- #5 The Employer through the department head, shall take measures to assure that, within the bargaining unit, only legitimate supervisory and administrative personnel and the Employee have access to the employee's personnel record, and that no information verbally or in writing be released from the employee's personnel records unless written permission by the employee has been given, by court order, or through Public Disclosure whereupon the employee shall be notified of the request and the requestor.
- #6 All discipline letters and complaints shall remain as part of the personnel file and expire after two (2) years from the date of the letter or action, unless they remain active due to an ongoing progressive disciplinary action. Expired records shall be so noted including the date of expiration. Expired records may not and shall not be used as a condition precedent to any future disciplinary action.

6.2 In administering this Article it is agreed that:

- a) Each employee file maintained by the Sheriff shall include a record of when the employees file was accessed and by whom in the manner established by the Sheriff
- b) Employees who access their file as provided herein and who identify documents in their file not conforming to this Article 6 shall request the Sheriff remove from their file such documents that are nonconforming
- c) Any document removed from an employee's personnel file shall be delivered in a sealed envelope to the employee who shall sign a receipt for same, if requested.

ARTICLE 7 - SENIORITY AND ABILITY

- 7.1 Seniority according to this agreement shall consist of the continuous service of the Employee with the Sheriff's Office. No employee shall have his/her seniority established prior to completing the trial period with the Sheriff's Office. The employee's earned seniority shall not be lost because of absence due to illness or authorized leaves of absence. The seniority list shall be brought up to date each year on January 1, and posted in a conspicuous place.
- 7.2 Trial Period: All employment within a classification of the Sheriff's Office shall be on a trial basis for the first twelve (12) months of employment. If the employee's performance does not meet the standards established by the department head during the trial period, or if it is otherwise deemed advisable to terminate the employment, the employee may be terminated without recourse to any provision, article or section of this Agreement. This

trial period may be extended, one time, up to an additional twelve (12) months by agreement with the employee who shall be notified of the extension at least two (2) weeks before the end of the first 12 month period.

- 7.2.1 In the event an employee transfers from another classification within the Sheriff's Office and becomes subject to a Section 7.2 trial period, and further should such employee not complete such trial period, said employee may return to their prior position and seniority except for just cause removal.
- 7.2.2 Employees completing their trial period shall be dove-tailed into the seniority list of the new classification.
- 7.2.3 Employees promoted to a higher classification shall be paid at the step nearest to their current wage rate that will result in a minimum 3% increase. Employees being promoted to a permanent higher classification shall have a 6-month (one hundred and eighty-two day (182) day) trial period. If the employee does not complete the trial period, said employee shall be returned to their previously held classification grade and step.
- 7.2.4 Employees after having served six (6) months of their trial period, may use accrued paid leave pursuant to Article 17 or Appendix C. During the trial period, an employee may use accrued leave upon request in writing to their supervisor and approval by the Sheriff or designee.
- 7.3 Seniority shall be determined based upon years of continuous service as an employee of the Sheriff's Office. Seniority shall be lost after twelve (12) months in layoff status.
- 7.4 The Employer shall seek the most capable individuals to fill supervisory positions. Employees will be considered for supervisory positions in conjunction with other applicants in accordance with civil service rules and regulations.
- 7.5 Seniority for purposes of layoffs, bidding and promotions shall be considered as that time spent in the classification.
 - 7.5.1 Employees subject to a layoff within a classification who have completed a trial period in another classification, which may be covered by a separate collective bargaining contract within the Teamsters Union, shall be eligible to exercise their seniority accumulated during the occupancy of the prior classification based upon their seniority at the time of transfer into the new classification. Such "right of return" is limited to a layoff that would affect the employee's employment and the "right of return" shall only by to the most recent prior classification.
- 7.6 The Sheriff shall at all times, retain sole discretion with respect to individual employee selection, work assignments, training requirements, required certifications, etc. provided however, employee assignments shall not be arbitrary or capricious.

ARTICLE 8 - HOURS OF WORK & OVERTIME

- 8.1 The normal work week shall consist of five (5) consecutive days of eight (8) hours, or four (4) consecutive days of ten (ten) hours, or a 9/80 work schedule by which employees work 80 straight-time hours over a period of nine (9) working days, with the normal work week start/end time set as necessary to accommodate the 9/80 schedule. Each work week under the 9/80 schedule shall consist of four consecutive 9-hour days and one (1) 4-hour day. The 4-hour days of two adjoining work weeks shall fall within a single calendar day immediately prior to the end of the first work week and immediately following the beginning of the second work week, respectively. Normally the work week hours are between 6:00 a.m. and 6:00pm.
- 8.1.1 The Sheriff or Sheriff Designee retains the authority to assign or re-assign the work shift assigned to an employee based on the needs of the organization with reasonable notice to the employee.
- 8.1.2 Employees and the Sheriff or the Sheriff's designee may agree to alternative work shifts/work days to provide flexibility to meet employees' and operational needs provided that the employee works forty (40) hours in the workweek.
- 8.2 Classifications that may require any employee to attend night meetings may be adjusted with flexible scheduling. If an employee works the regularly scheduled shift on the day of the night meeting, time off must be scheduled and taken off within ten (10) working days of the meeting; otherwise the employee shall be paid for the overtime hours or granted compensatory time at the overtime rate.
- 8.3 The employer may establish a reduced hour work week of less than 40 hours by mutual agreement of the Union. The County may proceed with implementation of its final proposal for a reduced hour week upon 60 days' notice to employees when such implementation is to avoid layoff and shall then engage in good faith bargaining of the impact of such action upon demand of the Union.
- 8.4 Overtime hours are those compensable hours (hours actually worked) which the employee is assigned to work in excess of forty (40) hours in the week or eight (8) hours in a day for those employees assigned to five (5) day, eight (8) hour shift schedule, after ten (10) hours in a day for those employees assigned to a four (4) day ten (10) hour shift schedule; or, for those assigned a 9/80 schedule, after nine (9) hours in a day on a day scheduled for nine (9) hours, or eight (8) hours a day on a day scheduled for eight (8) hours or in excess of forty (40) hours in a week.
- 8.5 Overtime hours worked shall be paid at the rate of time and one-half the Employee's regular rate of pay.
- 8.6 Overtime pay shall not be compounded with any other form of premium compensation paid to the Employee.
- 8.7 Those employees who are required to work overtime shall be granted a thirty (30) minute meal period for each four (4) hours of continuous overtime. Employees on restricted movement may have meal expenses paid by the employer.

- 8.8 If an Employee working a 5/8 schedule is required to report between shifts (between the end of an employee's scheduled shift and the start of their next scheduled shift) with less than twelve (12) hours of rest, the employee shall earn pay at the overtime rate for those hours prior to the twelve (12) hour period. This section shall not apply whenever an employee is deprived of the twelve (12) hour rest period as a result of a change of work hours at his/her own request or to meet training and/or mandatory monthly meeting requirements. The twelve (12) hour between scheduled shifts shall be eight (8) for any alternative shifts, such as a 4/10 shift, adopted pursuant to Section 8.9.
- 8.9 Nothing in this Agreement shall prohibit the Sheriff and an employee from entering into an alternative schedule by mutual agreement where agreement is to the benefit of both the *employee and* the County as determined by the Sheriff and when there is no increase cost to the County resulting from the adoption of the alternative schedule. All alternative schedules shall be in writing and signed by the parties with a copy to the Union and the Human Resource Manager.

ARTICLE 9 – RESERVED ARTICLE

ARTICLE 10 - COMP-TIME

- 10.1 Employees may take compensatory time off at the rate of one and one-half hours off per hour of overtime worked in lieu of overtime pay. An employee who accrues the maximum of forty (40) hours comp-time will not be allowed to accrue additional comp time. Additional hours shall be paid for at the overtime rate.
- 10.2 An employee on compensatory time off shall be deemed to be on official leave with pay status.
- 10.3 An employee who notifies his/her Department Head promptly or substantiates to the satisfaction of his/her Department Head that he/she was sick on a scheduled day of compensatory time off may request that a day of sick leave be taken rather than previously scheduled compensatory time.
- 10.4 An employee may choose to add comp-time to their bank as long as their bank does not exceed the forty (40) hour maximum.
- 10.5 Comp-time can be carried over from month to month, and/or year to year with no more than forty (40) hours being carried over.
- 10.6 The employer may limit Comp Time use as provided in the Fair Labor Standards Act (FLSA).

ARTICLE 11 - JURY DUTY

- 11.1 Employees called for Jury Duty in any Municipal, County, State or Federal court shall advise the County upon receipt of such call and, if taken from his/her regularly scheduled work for such jury duty, shall be paid at his/her regular hourly rate for those hours that

the employee would have spent on his/her regularly scheduled shift, less compensation paid for such Jury Duty.

ARTICLE 12 - CALL BACK

- 12.1 An employee called back to work on other than his/her normal work schedule shall be compensated a minimum of two (2) hours at the overtime rate of pay. Hours worked beyond the two (2) hour minimum shall continue to be paid at the overtime rate until relieved of duty or the employee commences their regular scheduled shift whichever occurs first. Court time on other than the employees regular work schedule shall be compensated as call back. Call back for Court as witness duty shall be actual time spent with a minimum of three (3) hours.

ARTICLE 13 - GRIEVANCE PROCEDURE

- 13.1 OBJECTIVES: To informally settle disagreements at the employee-supervisor level; to provide an orderly procedure to handle the grievance through each level of supervision; to correct, if possible, the cause of the grievance to prevent future complaints; to promote harmonious relations among employees, their supervisors, and Departmental Administrators; to assure fair and equitable treatment of employees; to resolve grievances at the Departmental level before appeal to higher levels.

- 13.2 DEFINITIONS: The following terms, as used in this contract, shall have the following meaning:

GRIEVANCE: A complaint by an employee, a Union Representative, or the County concerning the interpretation or application of this Agreement. A grievance may be filed when the employee believes an injustice has been done because of unfair application of a policy or an alleged violation of any term or condition of this Agreement or policy. Letters of Reprimand and other non-economic disciplinary actions are not grievable upon issuance. Disciplinary action, including any underlying supporting Letters of Reprimand, with an economic impact on the employee shall be subject to grievance processing as a single procedure. Issues arising from Section 7.7 are limited to the question of arbitrariness and capriciousness.

WORKING DAY: Exclusive of Saturday, Sunday and holidays.

EMPLOYEE: Any Employee of the Jefferson County Sheriff's Office covered by this Agreement.

IMMEDIATE SUPERVISOR: The person, who assigns, reviews or directs the work of an Employee.

SUPERIOR: Any person to whom an immediate supervisor reports.

REPRESENTATIVE: A person who appears on behalf of the employee.

DEPARTMENT HEAD: The Sheriff of the County of Jefferson.

13.3 **TIME LIMITS:** Time limits are established to settle grievances quickly. Time limits may be extended by agreement of the parties. If the grievant is not satisfied with the decision rendered, it shall be the grievant responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure of the Employee to submit the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved. Failure of the County to respond within the time limits specified will allow the grievant to submit the grievance to the next higher step of the grievance procedure.

13.4 **PARTIES RIGHTS AND RESTRICTIONS:**

1. A party to the grievance shall have the right to record a formal grievance meeting at their own expense.
2. An Employee may have a Union representative present at all steps of the grievance procedure.
3. Reasonable time in processing a grievance will be allowed during regular working hours for the shop steward, with advanced supervisory approval.
4. Nothing within this grievance procedure shall be construed as limiting the right of management to manage the affairs of the County.
5. Grievances of an identical nature, involving an alleged violation of the same Article, section, etc., concerning the same subject matter, may be consolidated.
6. Confidential Communication. Any communication between a member of the Union and any recognized Union representative regarding a potential or actual employee grievance will be defined as confidential. Likewise, any communication between County Management/Administration and a recognized County representative shall be defined as confidential.

13.5 **ELECTION OF REMEDIES.** The use of this grievance procedure will constitute an election of remedies. An employee seeking redress through the Labor Agreement may not seek judgment of the same matter through the Civil Service Commission.

13.6 **STEPS IN THE GRIEVANCE PROCEDURE:**

Step #1 The employee and/or their representative, or the County shall within twenty (20) working days from the occurrence of the incident on which a complaint is based, or within twenty (20) working days of the employee's knowledge of the occurrence, the employee and/or their representative will promptly and verbally meet to discuss the complaint with the employee's immediate supervisor. The supervisor will issue a written decision on the complaint to the employee and the representative involved.

Step #2 If the employee feels the immediate supervisor has not resolved the grievance, the employee may appeal to the Sheriff. At this time, all supporting documents and evidence relative to the grievance shall be included with the appeal. The

Sheriff shall hold a formal meeting with the employee and their representative, if requested, within twenty (20) working days from the date of the appeal receipt, and attempt to settle the grievance.

A decision shall be made, in writing, to the employee by the Department Head within twenty (20) working days from the close of the formal meeting.

Step #3 If the employee feels the Sheriff has not resolved an economic grievance, the employee may appeal to the County Administrator. At this time, all supporting documents and evidence relative to the grievance shall be included with the appeal. The County Administrator or their designee may hold a formal meeting with the employee and the representative, if requested, within twenty (20) working days from the date of the appeal receipt, and attempt to settle the grievance.

Step #4 Board of Adjustment: If the grievant is not satisfied with the decision of the County Administrator or their designee, within twenty (20) working days after receipt of the decision, the grievant may submit the grievance to The Teamsters and Employer's Board of Adjustment, or its successor, according to its' rules and procedures. In the event the Board of Adjustment cannot resolve the matter the Board Members may agree to a mutually agreeable person or panel to act as sole Arbitrator or failing to agree shall request a list of 11 Washington State Arbitrators from the F.M.C.S. and to alternately strike a name until only one name remains who then shall be the Arbitrator.

- 13.7 The cost of the Board (but, not including any filing related fees) or arbitrator shall be divided equally between the County and the Union. Cost for witnesses, court reporter, or other individual expenses shall be borne by the requesting party. Either party may tape record the proceeding as their personal record of the hearing. Upon request the taping party will make a copy of the tape available to the other party or either party may obtain a copy of any recording made by the Arbitrator.
- 13.8 The Board or arbitrator shall not have the power to alter, amend, or change any contractual language of the Labor Agreement.
- 13.9 Arbitrators are restricted: Unless the Arbitrator finds by a preponderance of the evidence that the County was limited in its actions by a specific provision of this Agreement from taking the action grieved, the Arbitrator shall have no authority to limit the County's action. No Arbitrator shall substitute their judgment for that of the County's so long as that judgment of the County is reasonably exercised. The grieving party shall have the burden of proof that this Agreement was violated, however, the first presenter shall be the Employer in disciplinary cases to demonstrate that discipline complies with this agreement.
- 13.10 In the event the Arbitrator shall sustain the grievance he/she shall not rule upon a reward until the parties shall have 60 days to negotiate a settlement. If no settlement is achieved the Arbitrator shall take written argument from each party and shall subsequently issue a decision upon a remedy.

ARTICLE 14 - WAGES

- 14.1 Wage Rates are provided in Appendix A and are a part of this agreement by this reference. Wage tables attached may be adjusted by the Auditor to account for rounding which shall not exceed 2 cents on any wage rate.
- 14.1.1 Effective January 1, 2024 the classification title will change from Records Officer to Support Services Technician I.
- 14.1.1.1 A second classification with a new wage grade will be established as follows: Support Services Technician II. The wage rate will be set at 3% higher than Support Services Technician I.
- 14.1.2 Effective the first pay period in 2024 steps 3, 4, and 5 will be dropped in both Support Services Technician I and Support Services Technician II wage tables, steps will be renumbered beginning from Step 1 through Step 7.
- 14.1.2.1 For purposes of the restructuring of the wage table all employees in Steps 3, 4, and 5 shall be placed in New Step 1 and shall have a new anniversary date of January 1 for future steps. Employees in Steps 6 through 12 will be placed in the New Step having the same wage rate as the employee currently earns.
- 14.1.2.2 Step increments will change from 2.5% to 3% between steps.
- 14.1.2.3 Upon completion of sections 14.1.2.1 and 14.1.2.2 there shall be a general wage increase of 7% to all wages in the table.
- 14.1.3 Effective on January 1, 2025 the wage table shall be increased by 2%.
- 14.1.4 Effective on January 1, 2026, the wage table shall be increased by 3%. The new wage scale shall have an added Step 8 on January 1, 2026.
- 14.2 Wage Reclassifications shall be promptly processed by the County. Should the Union be concerned of an undue delay such issue may be processed through the grievance procedure.
- 14.3 Whenever this agreement requires a wage increase, the wage increase shall be effective the first day of the month in which the adjustment occurs.
- 14.4 Normally, new employees hired into County service in the Department shall be placed at the grade and step on the Technician I grade consistent with experience, education, and ability as evaluated by the County at time of hiring.
- 14.5 Employees promoted to a new classification of Technician II within the Department shall establish a new anniversary date based on the effective date of the promotion. The first step increase will occur on the first of the month which is twelve (12) months from the effective date of the promotion.

ARTICLE 15 - LONGEVITY

- 15.1 Upon completion of the following years of employment, Employer shall pay, as an annual longevity bonus, the amounts which follow to eligible Employees at the pay period which follows the anniversary date or month of employment.
- (1) Five years employment\$600.00
 - (2) Ten years employment\$1,000.00
 - (3) Fifteen years employment\$1,400.00
 - (4) Twenty years employment\$1,800.00
 - (5) Twenty-five years employment\$2,200.00
 - (6) Thirty years employment\$2,600.00
 - (7) Thirty-five years employment\$3,000.00
 - (8) Forty years employment\$3,400.00
 - (9) Forty-five years employment\$3,800.00
- 15.2 Longevity Pay shall be paid in a lump sum to eligible employees in their anniversary month. Early terminations are subject to adjustment in their final check. In an employee's first year of eligibility, payment will be prorated through the month of their anniversary date, and then annually in the month of their anniversary date thereafter.
- 15.3 Shift Proration. The above amounts are based on an eight (8) hour shift. Longevity for shifts of less than eight (8) hours shall be calculated as a proportionate share based on an eight (8) hour shift. Example: a seven (7) hour shift employee with over five years longevity will receive $\frac{7}{8}$ of longevity amount (7 hour shift employee with five years employment, $\frac{7}{8}$ of \$400 = \$350).

ARTICLE 16 – HOLIDAYS

- 16.1 The following days shall be considered holidays.

New Year's Day	January 1
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Fri. following Thanksgiving
Christmas Day	December 25 th
Two (2) floating holidays.	

In the event the Jefferson County BOCC should adopt any additional paid or unpaid holidays State or Federal recognized Holidays same shall be applicable to the Bargaining Unit employees.

- 16.3 Floating holidays to be determined by mutual agreement between the Employee and the Employer, with seven (7) days advance notice.

- 16.4 Any employee working on a holiday shall receive their regular rate of pay (at straight time) in addition to time and one-half for all hours worked.
- 16.4.1 Employees working a shift other than an eight hour shift AND who will be compensated for less than forty (40) straight time hours in any holiday week solely because of the observed holiday shall have the workweek "topped up" to forty hour straight time hours of pay for the week. Example: an employee is on a 4/10 workweek and observes a holiday on one of their regular workdays. The employee is paid for the 3 days worked (30 hours) plus 8 hours holiday pay (total 38 hours) and two (2) hours "top-up" pay for a total of forty (40) hours of straight-time pay for the week.
- 16.5 Any employee who is not required to work on a holiday shall receive their regular rate of pay (at straight time) regardless of which day of the week the holiday falls.
- 16.6 When a holiday falls on Saturday, the preceding Friday shall be observed, and when it falls on Sunday the following Monday shall be observed.
- 16.7 Chapter 6, Section 4.0 and its subsections in the Jefferson County Personnel Administration Manual shall apply to the day for the observation of Holidays.

ARTICLE 17 - VACATIONS

- 17.1 Vacation shall be accrued as follows:
Effective January 1, 2024, PTO shall apply and this Article 17 shall be void.

ARTICLE 18 - SICK LEAVE

- 18.1 Effective January 1, 2024, Article 18 and all subsections shall be void and all employees shall have PTO benefits as contained in Appendix C.

ARTICLE 19 - BEREAVEMENT LEAVE

- 19.1 Bereavement leave shall be authorized to permanent Employees for a maximum of three (3) days to grieve the death of a member of the Employee's immediate family.
"Immediate family" is defined as follows: Spouse, parent, grandparent, child, grandchild, brother, sister, mother-in-law, father-in-law, significant domestic partners and step relations of the same, and relations by adoption and fostering.
- 19.2 Employees who have a death in their immediate family and who would have to travel 500 miles or more (one way) to attend such funeral shall be allowed two (2) additional days with pay, for travel only.
- 19.3 Up to an additional five (5) days of accrued leave (sick, PTO, Comp Time) may be used for Bereavement Leave upon approval by the Sheriff. A request to use accrued leave in excess of five (5) days must be approved by the County Administrator.

ARTICLE 20 – MILITARY LEAVE

- 20.1 Military Leave: Military leave will be granted in accordance with RCW 38.40.060.
Military leave shall be granted upon written application accompanied by a copy of bona

vide orders to temporary active or training duty. Military leave is paid time according to applicable RCW and there shall be no loss of employee benefits.

ARTICLE 21 – DRESS CODE

- 21.1 Employees must wear clothing that is appropriate to an office environment within the profession of Law Enforcement and maintain a professional appearance while working with the public. The Sheriff or designee may determine the appropriate attire.

ARTICLE 22 - JOB INFORMATION

- 22.1 It is the Employer's responsibility to provide each employee, particularly upon hire, with written information relevant to the job that the employee performs. This information should include:
1. The job description for the position the employee fills or will fill;
 2. Brochures and explanation of benefits as provided by appropriate agencies, to the Employer with respect to insurance (medical, dental, vision, life insurance, etc.), retirement, and any other similar information relevant to the position;
 3. A copy of the current Personnel Policy and all other personnel related policies, either as a printed copy, or access to an electronic copy.

ARTICLE 23 - HEALTH AND WELFARE, DENTAL & VISION

- 23.1 MEDICAL: The Employer shall pay into the Washington Teamsters Health and Welfare Fund for Medical Plan B, for every Employee covered by this agreement who was compensated for eighty (80) hours or more in the previous month. Said payment shall be made on or before the 10th day of each month.
- 23.2.1 In addition to the basic Medical Plan B the following optional benefits shall be provided: 9-month disability premium waver, Plan A \$400/week additional STD benefit, Plan B \$15,000 additional employee Life/ \$1,500 AD&D insurance.
- 23.2 DENTAL: The Employer shall pay into the Northwest Teamsters Dental Trust, Plan B at the amount required each month for each employee who was compensated eighty (80) hours during the preceding month. The above payments shall be made to an authorized administrative office by the 10th of each month.
- 23.2.1 Effective with December 2008 hours payable in January 2009, Plan B shall be replaced with Dental Plan A on the same 85%, 15% cost sharing basis (see Maintenance of Benefits).
- 23.3 VISION: The employer shall pay the Teamsters Vision Care Trust the amount required for each employee who was compensated for eighty (80) hours or more during the preceding month.

ARTICLE 24 - MAINTENANCE OF BENEFITS

- 24.1 The County shall be responsible for 85% of the required contribution for the benefits provided in Sections 23.1, 23.2, and 23.3 with employees responsible for 15% of the required contribution. The Trust Subscription Agreement is attached to this agreement.

It is agreed that all employee responsibilities under this section are "wage rate reductions" for the entire unit and not "employee contributions to medical" by employees. Provided, however, any employee who properly executes Appendix D "Notice that Employee Deduction Not Authorized" shall for the period of time that the appropriate Trust only requires the County to pay 85% of the total contribution and the Trust does not require the employee 15% to be remitted to the Trust, such employee, who has properly executed Appendix D, shall not be obligated for the 15% employee responsibility notwithstanding the County contribution of 85%. Provided further, if and only if the trust fund requests the County to pay the full 100% of the contribution rate it is then agreed that all employee responsibilities under this section are "wage rate reductions" to provide for Bargaining Unit medical coverage.

- 24.2 The Parties agree that either party may open Articles 23, 24, 25 and 26 for the purposes of renegotiation in the event of any adverse regulation or legislation, including any form of tax imposed on health care plans, changing the existing County cost of providing benefits to the Sheriff's Office Support Services staff or the Sheriff's Office Administrative Contractual cost of retaining benefits. This section does not apply to the normal historic changes in cost associated with Plan Trustee action establishing contributions based on utilization.

ARTICLE 25 - STATUTORY BENEFIT MANDATES

- 25.1 The Employer and Union agree that whenever Federal, State or Local laws require the Employer to provide benefits not negotiated by the parties into this Agreement such benefits shall be administered in accordance with the enactment and to the extent permitted the Employer and employee shall contribute to the cost of such non-negotiated benefit.
- 25.2 Beginning January 2018 the sick-leave provisions of this agreement shall be administered pursuant to the Washington Sick Leave law as same may be amended provided however, there will be no reduction in benefits provided in this agreement.
- 25.3 Washington State Paid Family Medical Leave (RCW 50A.04) premiums shall be paid by the Employer and employee as permitted by the Statute with employees paying the Family Leave portion and 45% of the Medical portion.

ARTICLE 26 – RESERVED ARTICLE

ARTICLE 27 - SAVINGS CLAUSE

- 27.1 Should, any provisions of this agreement be found to be in violation of any Federal, State or Local Law, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.
- 27.2 The County reserves to itself all RCW 41.56 rights not conceded in this agreement.
- 27.3 The Union reserves to itself all RCW 41.56 rights not conceded in this agreement.

ARTICLE 28 – LABOR MANAGEMENT COMMITTEE

- 28.1 Labor/Management: The Employer and the Union agree that during the life of this Agreement there shall be a Labor/Management Committee consisting of individuals from each party (not to exceed four (4) from each) to be designated, in writing, by each party to the other. On a case-by-case basis, the parties may agree to additional representatives. Meetings will be held as determined by the Committee at mutually agreeable times and places so as to apprise the other of problems, concerns, suggestions, etc., related to the operation, the work force and services offered, all to promote better understanding with the other. A written agenda shall be established by the Human Resources Manager based upon items submitted not less than three (3) days in advance of the meeting. Such meetings shall not be for the purpose of initiating or continuing collective bargaining nor in any way to modify, add to, or subtract from this Agreement and such meetings shall be exclusive of the grievance and arbitration procedures in the Agreement, as grievances shall not be considered proper subjects at such meetings. Attendance by other on duty employees is permitted as long as staffing needs are adequately met and with approval of the Department Head. All Labor Management meetings shall exclusively be for settlement purposes and as such, no evidence from such meetings shall be admissible to any tribunal pursuant to Evidence Rule ER-408.

ARTICLE 29- TERMINATION

29.1 This agreement shall be effective from date of approval through December 31, 2026, provided that either party may reopen same on the first of January of any year by giving one hundred eighty (180) days' notice in writing prior to January 1st.

SIGNED THIS _____ DAY OF _____, 2023.

**JEFFERSON COUNTY
BOARD OF COMMISSIONERS**

Greg Brotherton, Chair

Heidi Eisenhour, Member

Kate Dean, Member

ATTEST:

Carolyn Gallaway, CMC
Clerk of the Board

TEAMSTERS LOCAL #589


Robert A. Driskell Secretary-Treasurer

APPROVED AS TO FORM



December 13, 2023

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

jc-so admin 20xx-20xx signature.docx

JEFFERSON COUNTY SHERIFF'S OFFICE
Uniform Support Services
January 1, 2024 through December 31, 2026

APPENDIX "A" WAGES

A.1 SHERIFF'S OFFICE SUPPORT SERVICES STAFF WAGE TABLES

January 1, 2024

- Change Classification Title to Support Services Technician I
- Add Support Services Technician II Classification at 3% higher than Technician I
- Drop Steps 3, 4, 5, Renumber Steps 1 - 7
- Increase increments between Steps from 2.5% to 3%
- General Wage Increase 7%

	1	2	3	4	5	6	7
	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
SS1	25.17	25.93	26.71	27.51	28.35	29.21	30.08
SS2	25.93	26.71	27.51	28.35	29.21	30.08	30.99

2025 2% General Wage Increase

2%	1	2	3	4	5	6	7
	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
SS1	25.68	26.45	27.25	28.07	28.92	29.80	30.69
SS2	26.45	27.25	28.07	28.92	29.80	30.69	31.61

2026 3% General Wage Increase; Add Step 8

3%	1	2	3	4	5	6	7	8
	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
SS1	26.46	27.25	28.07	28.92	29.79	30.70	31.62	32.57
SS2	27.25	28.07	28.92	29.79	30.70	31.62	32.56	33.54

A.2 SHERIFF'S OFFICE ADMINISTRATIVE STAFF ASSIGNMENTS

In accordance with Section 7.6, there are general assignments made by the Sheriff, under his/her prerogative to operate and manage the Department affairs in all respects in accordance with lawful mandate. Assignments within the Classification of Administrative Staff include combinations of assignments that are Administrative, Evidence, Records, TAC and/or are related in nature.

Effective January 1, 2024, the classification title shall be changed from Records Officer to Support Services Technician I. In addition, a second classification with a new wage grade will be established as follows: Support Services Technician II. These classifications include Administrative, Evidence, Records and TAC.

Advancement from SST I to SST II is predicated on skill development, merit, length of service and ability. Positions in the "I" group are entry level positions. Advancements to higher wage grade position will be from within the organization first. Normally, advancement requires a minimum of two years at SST I, required skills, merit, ability, positive performance reviews and recommendation from supervisor.

Current employees, on adoption of this agreement, shall be eligible for Grade II and shall be promoted upon submission for advancement by the Sheriff and approval of the County Administrator. The wage adjustment for such advancement shall be effective the first day of the month in which the advancement occurs.

A.3 LEAD POSITION ASSIGNMENT – 5.0% :PREMIUM PAY DIFFERENTIAL

Effective January 1, 2024: This designation by the Sheriff or designee recognizes that the individual designated as a Lead is, in addition to their other assigned duties, responsible for making and accomplishing work assignments and evaluating work performance of other staff, and/or for executing a special project/program. A lead employee, in furtherance of the duties as an assigned Lead, shall make recommendations to the Sheriff or designee regarding performance and discipline of those employees under their leadership.

Assignment of the Lead Position will be in writing by the Sheriff or Designee when the Sheriff determines the need for one person in the Bargaining Unit to be in a position of responsibility or as the Sheriff or designee otherwise deems necessary.

Lead Designation in no way takes away from the responsibilities of employees at the upper end of the pay step compensation system who, as part of their compensation, are expected to provide technical information, practical experience, guidance and leadership to other team members at lower pay steps in the pay step compensation system. Consistent with the concept of a pay step compensation system employees at any higher compensation levels are in part being compensated for their additional knowledge, skills and leadership abilities.

A.4 FIELD TRAINING OFFICER (FTO) ASSIGNMENT

Employees assigned by the Sheriff, or their designee, to perform the duties of FTO for the majority of a shift shall, in addition to all other compensation for that day, receive one (1) hour of additional paid time, paid at time and one-half, to be added to the employee's time sheet/card.

A.5 MANDATORY CERTIFICATIONS

Whenever required by the Jefferson County Sheriff's Office, the job description or mandated by Washington State Law, each employee shall be responsible for obtaining and maintaining certification. The employer shall bear the cost of all certifications and/or training required. Travel expenses will be reimbursed as outlined in the Jefferson County Travel Policy.

APPENDIX B - EMPLOYEE BILL OF RIGHTS

- B.1 All employees covered by this agreement shall be entitled to the following procedural protection.
- B.2 In criminal matters an employee shall be afforded those constitutional rights available to any citizens.
- B.3 In matters relating to job performance, the following guidelines shall be followed:
 - B.3.1 Before an interview the employee shall be informed of the nature of the matter in sufficient detail to reasonably apprise him of the matter;
 - B.3.2 Any interrogation of an employee shall be at a reasonable hour preferably when the employee is on duty unless the urgent needs of the investigation dictate otherwise. Where practicable, interrogations shall be scheduled for the daytime;
 - B.3.3 Any interview shall take place at the Jefferson County Sheriff's Department, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his/her own choosing. A representative of the Union may be present during the interrogation;
 - B.3.4 The questioning shall be reasonable in length and the employee shall be entitled to such reasonable intermissions as s/he shall request for personal necessities, meals, telephone calls and rest periods;
 - B.3.5 The employee shall be interviewed in a professional manner and shall not be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain his/her resignation; and
 - B.3.6 The Employer shall not require any employee covered by this Agreement to take or be subjected to a lie detector test as a condition of continued employment.

APPENDIX C – PERSONAL TIME OFF (PTO)

Effective January 1, 2024, Article 17 Vacation and Article 18 Sick Leave shall be void and all employees shall have Personal Time Off (PTO). PTO shall be implemented as outlined below:

Section 1 – Personal Time Off (PTO)

The personal leave benefit system is an alternative leave accrual system for employees to use for vacation, illness or injury, and personal business. It combines the standard paid leave accrual system (i.e. vacation, sick leave and floating holidays) into one flexible, personal time-off system. Employees will be eligible to earn and use PTO as described in this policy.

Section 2 – Purpose

The PTO system is established to provide greater flexibility to employees in managing their time off benefits and to allow greater accumulation of paid time off.

Section 3 – Affected Parties

All regular full time and part time Sheriff's Admin employees under this Agreement shall be enrolled in this personal time off benefit (PTO) system.

Section 4 – Accrual

The amount of PTO an employee receives each year increases with the length of their employment as shown in the following schedule:

Completed Months of Employment	* PTO Yearly Accrual Maximum Hours /(days)	Maximum hours earned per straight time hour of employment. (PTO is earned hourly and posted monthly.)	PTO Bank Maximum Hours/(days)
0 thru 36	168/(21)	0.0808	280/(35)
37 thru 60	192/(24)	0.0923	320/(40)
61 thru 120	216/(27)	0.1038	360/(45)
121 thru 180	240/(30)	0.1154	400/(50)
181 thru 240	264/(33)	0.1269	440/(55)
241 thru 300	264/(33)	0.1269	480/(60)
301+	264/(33)	0.1269	520/(65)

* Calculated based on a standard scheduled work week of 40 hours, maximum 2,080 hours yearly.

Employees working less than full time will accrue PTO on a prorated basis based on hours worked.

All employees shall receive one floater PTO day of 8 hours each January 1st of the calendar year. The floater PTO day must be used during the calendar year and cannot be carried over to the next year. For an employee working less than full time, amount of floater PTO will be based on FTE.

Section 5 – Procedures

5.1 - PTO Use and Minimum Increment

PTO shall be used for all authorized leave provisions pursuant to the Collective Bargaining Agreement (CBA).

5.2 - PTO Use During an Employee's Trial Period

Accrued leave may be used during the trial period with request by the Employee and approval by the Supervisor and Department Head.

5.3 - PTO Selection Request

PTO/vacation selections shall be made during the "PTO/vacation selection period" September 1 through December 31, for the following calendar year. Beginning with the most senior employee, each employee has three (3) days to select no more than two (2) blocks of PTO time or no more than eighty (80) hours of PTO, whichever is less. After each employee has had the opportunity to select PTO time, the exact same process shall be repeated, and this process shall continue until all employees have had the opportunity to select during the PTO selection period. Employees not working during the entire actual three-day selection periods are allowed to submit their selection early, or may telephone their selections to the scheduler/supervisor during the three-day period. Personal Time Off not selected during the vacation selection period is subject to forfeiture as provided below.

All time applied for after the vacation selection period will be on a space available basis.

5.3.1 PTO requests for PTO not scheduled during the vacation selection period shall be submitted fourteen (14) days in advance and be signed by management then returned to Employee within five (5) days or will be deemed approved.

5.4 PTO time is to be worked out between the Supervisor and the employee. PTO may be taken at any time during the year with the welfare of the job being the determining factor. Employees may split their PTO into as many parts as is mutually agreed upon between employee and the Supervisor and no third party shall enter into or influence this decision.

5.5 Nothing in this section limits the employer from requesting a note from a medical care provider affirming the ability of an employee who has been utilizing PTO due to illness to return to work with no restrictions.

5.6 Light Duty

1. Light Duty shall be for the purpose of temporary assignment while a disabled employee becomes able to resume full duties.

2. Light duty to be determined by the Sheriff, with concurrence of the physician. The employer shall give letter of request to physician of duties to be performed on light duty so physician may verify what the Employee may or may not perform.

5.7 PTO Banking and Cash Out

The employee may bank and carry forward any accrued PTO up to the Maximum PTO Bank (see the schedule in the table in Section 4). Upon separation of employment for any reason, the employee will be cashed out for unused PTO not to exceed the PTO maximum pursuant to the table in Section 4, except that in the

event an employee's accrued PTO balance exceeds the Maximum PTO Bank due to extenuating circumstances, an employee may submit to their Department Director a written request to be cashed out for the excess PTO, with a statement documenting the extenuating circumstances. If all or a portion of the request is recommended for approval by the Director, the request and the Director's written recommendation will then be submitted to the County Administrator for possible approval. In no event shall the PTO cash out exceed the sum of the PTO Bank Maximum plus the PTO Yearly Accrual Maximum, both as listed in the table in Section 4. Scheduled time off approved by the Department Head prior to submission of the required notice of resignation or retirement ~~per Article 9.12.1~~ will be honored. Required notice of resignation – Full-time and part-time employees shall make a good faith effort to give twenty-one (21) days' notice of resignation, but in no event less than fourteen (14) days written notice of resignation.

5.8 - PTO Bank

Accrued PTO shall be credited to the employee's PTO bank up to the maximum allowed. Unless the employee has requested in writing and received approval to carry over excess accrued PTO pursuant to Section 5.7, any accrued PTO which exceeds this authorized bank limit will be credited to the employee's Catastrophic Sick Leave Bank. When the employee uses accrued PTO and brings the available amount below the maximum cap pursuant to the table in Section 4, accrual to the PTO bank will begin again.

5.9 - PTO Carry Over

An employee may submit a written request to their Departmental Director for approval to carry over five (5) days of PTO in excess of the authorized bank limit, due to circumstances beyond their control or when planning a significant vacation and/or event. Employee requests to carry over more than five (5) days of PTO in excess of the authorized bank limit, must be approved by the employee's Departmental Director and submitted in writing to the County Administrator for approval. The request must be submitted in writing as early as possible to the projected vacation date and any approved carry over of PTO must be used within the first six months of the following calendar year or within the timeframe as determined by the County Administrator. Any approved carry over of PTO which is not used within the authorized timeframe shall be credited to the employee's Catastrophic Sick Leave Bank.

5.10 - Catastrophic Sick Leave Bank

An employee's Catastrophic Sick Leave Bank shall only be accessible to the employee accruing the bank, and access shall only be allowed when all other paid leave, compensatory time or other Employer provided financial benefits are exhausted.

1. Maximum Accrual - The maximum accrual in the catastrophic sick leave bank is 960 hours (120 days.)
2. County Sick Leave Bank - Days accrued in the catastrophic sick leave bank may be donated to the County sick leave bank per Resolution 79-94.
3. Separation from Employment: Upon separation from employment any accrual left in the employee's catastrophic sick leave bank is forfeited.

5.11- PTO Cash Out

PTO is paid at the employee's base pay rate (computed as an hourly rate) at the time of use or cash out, consistent with Section 5.7 - PTO Banking and Cash Out, above.

5.12 - PTO Use During Illness or Injury or Workplace Injury

The use of PTO due to illness, injury or workplace injury shall follow the sick leave provisions of the CBA and the Jefferson County Personnel Administration Manual Chapter 6, Section 3.0 Personal Time Off (PTO).

5.13 - Conversion from Standard Paid Leave Accrual System to PTO

When an employee converts to the PTO System their paid leave balances will be handled as follows:

1. Unused Sick Leave: Any sick leave an employee accrued under the standard sick leave system before enrolling in the PTO system will be banked in a separate account for the employee's benefit and may be used per the CBA. Employees who retire, or if separation is a direct result of the employee's disability or death, shall be cashed out accumulated sick leave at the rate of one (1) hour of pay at their regular rate of pay for each four (4) hours of sick leave to a maximum 1,920 hours at the time of separation. There is no cash out if an employee resigns or leaves employment with the County. The employee will use the S/L designation on their time sheet if the time is to be taken from their sick leave bank.
2. Unused Vacation Leave: Any vacation leave an employee accrued under the standard system will be converted to PTO when the employee enters the PTO system.

5.14 - PTO for Current Employees

Once an employee enters the PTO system the employee will not be authorized to return to the standard paid leave accrual/use system unless the PTO system is no longer offered.

5.15 PTO for New Employees

The PTO system shall be applied to all new employees hired.

Section 6 – Responsibilities

Employees under the PTO System will be responsible for managing the use of their PTO accrual to ensure that they have paid leave time available for all appropriate time off uses. Employees will need to be mindful of their PTO balance to assure that they have a balance available to cover traditional sick leave uses including their own illness/injury, medical or dental care, as well as the same uses for their dependents and employee's immediate family member, which includes, spouse, parent, child (including adult child), siblings, in-law parents, in-law siblings, domestic partners or anyone who is financially dependent upon a public official or employee.

Section 7 – Provisions of Chapter 6, Section 5.0 and 6.5 Apply

All of the provisions of the currently adopted Chapter 6, Section 5.0 and Section 6.5 of the Personnel Manual or any future version of these sections that is adopted by the County regarding the use of accrued sick leave and Family Medical Leave, shall apply to the use of PTO when it is used for illness, injury or medical reasons.

- 7.1 - PTO Designated as Family Medical Leave (FMLA):
Employees and their Supervisors must identify and report in a timely manner the nature of the use of any PTO hours to be designated as FMLA for a qualified illness, injury, maternity leave, or other qualified use.
- 7.2 Time Sheets:
The designation of 202 will be used for time to be used from a PTO Bank and the designation of 242 will be used for time that is eligible to be Family Medical Leave (FMLA) on County time sheets.

Section 8 – Catastrophic Sick Leave Bank Balances

When an employee's accrued PTO hours reach the maximum allowed, further accrual will be credited to the employee's Catastrophic Sick Leave Bank at the end of each year, unless carry over has been granted pursuant to Section 5.7. The Payroll Services Manager in the Auditor's Office will be responsible for oversight of the accrual, use, and tracking all individual employee Catastrophic Sick Leave Bank balances.

Section 9 – Application and Interpretation of this Appendix C– Personal Time Off (PTO)

Whenever there is a need to interpret Appendix C – Personal Time Off (PTO) the policy and procedures adhered to under the Jefferson County Personnel Administration Manual shall be the determining factor.

APPENDIX D –EMPLOYEE WAIVER OF BENEFITS (OPT OUT) FORM