

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

TO: Board of County Commissioners
FROM: Mark McCauley, Interim County Administrator
Sarah Melancon, Human Resources Manager
DATE: January 10, 2022
SUBJECT: **AGREEMENT and SUBSCRIPTION AGREEMENT** re: Collective
Bargaining Agreement and Trust Participation for Jefferson County Sheriff's
Office Commissioned Deputies; January 1, 202 through December 31, 2024;
Teamsters Local #589 and Washington Teamsters Welfare Trust

STATEMENT OF ISSUE:

The Teamsters Collective Bargaining Agreement covering Jefferson County Office Employees expired December 31, 2021. 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 December 16, 2021 by employees represented by Teamsters.

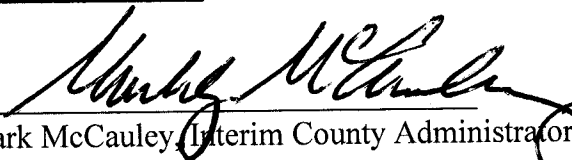
FISCAL IMPACT:

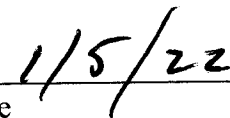
- 9% general wage adjustment beginning January 1, 2022.
- 5% Step Adjustment in 2023 – Employees will receive an additional step- the first step in the wage matrix will be dropped and a new top step added with each employee remaining in their current step.
- 0.5% general wage adjustment for 2024.
- Uniform allowance is increased from \$875.00 to \$1,000.00 and Officers wearing uniforms part-time while filling other assignments other than their normal assignments shall receive \$250.00.
- Longevity pay: Employees shall receive the following annual longevity pay for completing the following years of service:
 - 5 years of employment \$600
 - 10 years of employment \$1,000
 - 15 years of employment \$1,400
 - 20 years of employment \$1,800
 - 25 years of employment \$2,200

RECOMMENDATION:

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

REVIEWED BY:


Mark McCauley, Interim County Administrator


Date

**AGREEMENT
by and between
JEFFERSON COUNTY
and
TEAMSTERS LOCAL UNION NO. 589
OF THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS
covering**

**SHERIFF'S OFFICE
COMMISSIONED DEPUTIES**

For the period January 2022 through December 2024



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

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

January 1, 2022 through December 31, 2024

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.

ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Union as the designated representative for all bargaining unit Employees that are regular, full time, fully commissioned Peace Officers in the Sheriff's Office for the purpose of collective bargaining with respect to wages, hours and working conditions of employment. Part Time and Provisional employees shall not be Bargaining Unit members and shall not be covered by this Agreement for any purpose.

ARTICLE 2- UNION SECURITY

- 2.1 It shall be a condition of employment that all Employees of the Employer covered by this agreement who are members in good standing of the Union on the effective date of this agreement shall remain members in good standing and those who are not members on the effective date of this agreement shall on the 31st day following the effective date of this agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all Employees covered by this agreement hired on or after its effective date shall on the 31st day following the beginning of employment become and remain members in good standing in the Union. PROVIDED THAT, if a public Employee is a member of a church or religious body whose bona fide religious tenets or teachings forbid said public Employee to be a member of a labor union the public Employee shall pay an amount of money equivalent to the regular union dues and initiation fee of the Union to a non-religious charity or to another charitable organization mutually agreed upon by the Employer and the Union. The Employer shall furnish written proof to the Union that payment has been made. If the Employer and the Union do not reach an agreement on the choice of the non-religious charity to which the union dues and initiation fee are to be paid, the Washington State Department of Labor and Industries shall designate the charitable organization.

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. It is 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.
- 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 Management Rights the administration of discipline after trial period is satisfactorily completed shall only be for just cause.
- 3.5 The parties recognize the Sheriff has absolute authority with respect to Deputy Assignments.

ARTICLE 4 - NON-DISCRIMINATION

- 4.1 The parties agree that there will be no discrimination against any employee because of their race, sex, age, religion, color or ancestry, 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 14, 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, Union activity shall not be conducted during working hours or be allowed in any way to interfere with the Employer's operations.

ARTICLE 5 - UNION AND EMPLOYEE'S RIGHTS

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 The Union shall be permitted to establish job stewards. The duties of the job steward shall be to give the Union notice of new Employees hired and to receive complaints and if not resolved as provided in Section 14.6 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 Employees free time before or after shift the Shop Steward shall be allowed a reasonable amount of time during working hours to perform this function, provided that the steward has supervisor approval. Shop Stewards shall not interfere with the management of the County or direct the work of any Employee.

5.5 Employees have the right to seek the assistance of their Union according to RCW 41.56

5.6 The Shop Steward may sign up new Employees.

ARTICLE 6 - PERSONNEL RECORDS

6.1 All personnel records 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. Employees have the right to seek the assistance of their Union under to RCW 41.56

#2. 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 this item VOID.

#3. Any item that reflects unfavorably on the employees 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 item that was put in 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.

#4. In the case that an item reflects unfavorable upon an Employee, the Employee shall be allowed an 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 permit an employee response or to staple the response to the unfavorable paper renders the item VOID.

#5. 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.

#6. The Employer through the Sheriff, 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 identity of the requestor.

#7. 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.

ARTICLE 7 – EVALUATIONS

- 7.1 Evaluation reports will cover a specific period of time and should be based on documented performance during that period. Evaluation reports will be completed by each employee's immediate supervisor. Other supervisors directly familiar with the employee's performance during the rating period should be consulted by the immediate supervisor for their input. All sworn and civilian supervisory personnel are expected to attend an approved supervisory course that includes training on the completion of performance evaluations within one year of the supervisory appointment. Each supervisor should discuss the tasks of the position, standards of performance expected and the evaluation criteria with each employee at the beginning of the rating period. Supervisors should document this discussion in the prescribed manner. Assessment of an employee's job performance is an ongoing process. Continued coaching and feedback provides supervisors and employees with opportunities to correct performance issues as they arise. Non-probationary employees demonstrating substandard performance shall be notified in writing of such performance as soon as possible in order to have an opportunity to remediate the issues. Notification should occur at the earliest opportunity, with the goal being a minimum of 90 days written notice prior to the end of the evaluation period. Employees who disagree with their evaluation and who desire to provide a formal response or a rebuttal may do so in writing within 15 days.
- 7.2 Except for exigent circumstances, evaluations shall encompass a period no longer than one year. All employees shall be presented with their evaluation generally within 30 days after the period being evaluated. The Department shall inform Deputies of the details of evaluation criteria prior to including that criteria in a Deputies evaluation. Consistent with Section 3.4 failure to inform a deputy of evaluation criteria may be subject to the Grievance Procedure to remedy any adverse evaluation using criteria the Deputy was not reasonably made aware of.
- 7.3 Performance evaluations resulting in an assessment that is less than "meets standard," shall be utilized for appropriate separate performance improvement plan.

ARTICLE 8 - SENIORITY AND ABILITY

- 8.1 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 probationary 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.

8.2 Probationary Period: All employment within a classification of the Sheriff's Office shall be probationary for the first twelve (12) months of employment. If the employee's performance does not meet the standards established by the Sheriff during the probationary 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 probationary period may be extended, one time, up to an additional twelve (12) months with 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.

8.2.1 In the event an employee shall transfer from another classification within the Sheriff's Office and become subject to a Section 8.2 trial period and further should the employee not complete the trial period said employee may return to their prior position and seniority except for just cause removal.

8.2.2 Employees completing their trial period shall be dove-tailed into the seniority list of the new classification.

8.2.3 Employees promoted to a higher classification shall be paid at the step nearest to their current wage rate that will result in an increase. Employees reduced to a lower classification shall be returned to the step they held before their reduction but at the pay grade for the new classification.

8.3 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.

8.4 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.

8.5 Seniority for purposes of layoffs, bidding and promotions shall be considered as that time spent in the classification.

8.5.1 Employees subject to a layoff within a classification and who has completed their trial period in another classification, which may be covered by a separate collective bargaining contract, 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. This "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.

8.6 Extra Details like Washington State Ferries, dances, football games and similar extra details will be posted by the Sheriff. Those Extra Details that compensate a Deputy at the 5th year Deputy rate or more shall be subject to being offered to bargaining unit Deputies in rotation. A Deputy that declines an offer will go to the bottom of the list as will a Deputy that accepts the assignment. If all Deputies decline the assignment the Detail may be offered to persons in the Sheriff's Reserve. Extra Details that compensate a Deputy less than 5th year Deputy rate shall be posted for 5 calendar days and if no Deputy accepts the Detail it may be offered to the Sheriff's Reserve.

ARTICLE 9 - HOURS OF WORK

- 9.1 Five (5) consecutive days of, eight (8) consecutive hours, or four (4) consecutive days of ten (10) consecutive hours or a schedule of consecutive twelve (12) hour shifts shall constitute a week's work.
- 9.1.1 Except for a period of exigent circumstances, prior to making a workweek change the Sheriff shall give sixty (60) days' notice of the intended change. The Union shall have not less than thirty (30) days to work with the Sheriff regarding the details of such intended change in workweek. Deputies shall have no less than thirty (30) days' notice of any schedule to be adopted by the Sheriff. The County shall meet all of its RCW 41.56 obligations to bargain the impact of a workweek change
- 9.1.2 In the event the Sheriff shall assign personnel to "special operations" (generally no more than two weeks in duration) and special operations necessitates prolonged duty status the Sheriff will not violate §9.1 above in scheduling employees so assigned to non-consecutive days off during the period of the special operation. Officers assigned non-consecutive days off will be granted an extra day-off without loss of pay upon request and by mutual agreement.
- 9.2 Work Breaks. Employees are employed in activities that may preclude the observance of set lunch and/or break periods. It is agreed that statutory lunch and break requirements shall be satisfied by employee observance of lunch and breaks on an intermittent basis or pursuant to the County Personnel Policy or as assigned during any work period and no employee shall be deemed to have been required to forgo a work break unless that employee made a request of their supervisor and was denied an opportunity to take the requested break. Observance of intermittent breaks shall comply with work break requirements of law. As provided in RCW 49.12.187 this section shall constitute "agreement".
- 9.3 Shift Bidding: Prior to vacation bid for the following year, the schedule will be released for the next whole year. Each shift, which is now filled by a deputy, will be labeled "A, B, C, D, etc." These shifts will continue to rotate between nights and days every three months. By seniority, each deputy will pick their shift for the year (A shift, B shift, C shift, etc.). This section does not infringe upon the Sheriff's ability to order Deputies to alternate temporary assignments for exigent circumstances. . Nothing in this section shall prevent the modification of the shift bidding process upon mutually agreed terms with the employer and the union.
- 9.4 Shift Trades:
- 9.4.1 Employees in the same classification who have completed the FTO training and/or who have been released as qualified to work independently without direct supervision in a solo status may trade shifts with approval from the affected shift supervisor(s) prior to the trade using a Sheriff's Office FSLA shift trade form.
- 9.4.2 Shift trades are not an entitlement and may be denied at the supervisor's discretion. Both employees' records of hours of work shall be maintained as if the employee worked the regular hours assigned, and shall be paid accordingly;

however, the date and hours traded shall be reflected in an explanatory note in the pay and time record which accurately reflects the fact of the trade including the date and hours worked or taken off as the case may be.

- 9.4.3 Work performed outside the traded shift hours shall be compensated to the employee working the additional hours even though the employee will not be paid for the traded shift hours.

9.5 Travel

- 9.5.1 Area Changes: If the employer changes an employee's assigned work location, as noted below, any travel time created by this change will be considered hours worked and compensated accordingly. For this section, the following work locations are recognized:

A: West Jefferson County (West side of ONP)
B: East Jefferson County (East side of ONP)

- 9.5.2 Training: Employees will not be paid for travel to and from training when such training travel is within the County except as in Section 9.5.1 Travel to required training which is outside the County shall be paid time. All time attending actual required training is paid time.
- 9.5.3 Employees requesting to attend non Employer mandated training may voluntarily wave the travel pay provisions contained in this agreement. All cost of all non-employer mandated training will be agreed upon in advance of the training.

ARTICLE 10 - OVERTIME COMPENSATION

- 10.1 Overtime hours are those compensable hours 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 or after ten (10) hours in a day for those employees assigned to a four (4) day ten (10) hour shift schedule; or after 12 hours for employees working a 12 hours shift schedule..

- 10.1.1 Supervisors should ensure that overtime opportunities are fair and equitable amongst all employees.

- 10.2 Overtime hours worked shall be paid at the rate of time and one-half the Employee's regular rate of pay.
- 10.3 Overtime pay shall not be compounded with any other form of premium compensation paid to the Employee.
- 10.4 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.

10.5 Whenever practical, employees shall be allowed a minimum of (8) continuous hours of rest (time off) between required shifts. The term "required shift" is defined as any scheduled or mandated block of work of 8 hours or more.

10.5.1 If the employer is unable to meet the requirements of this section, the employee shall be compensated for all overtime pursuant article 10.1 and in addition shall be compensated at time and a half for all time worked within the 8 hour rest period during the subsequent required shift. This section should not apply whenever an employee is deprived of the 8 hours hour rest period as a result of his/her own request.

10.6 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 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 11 - COMP-TIME

11.1 Effective upon ratification all overtime will be paid in by warrant and comp-time accrual will be discontinued. Employees who have a comp-time balance will continue to use banked comp-time as in the past. In the event the Sheriff should adopt a comp time program for any one Office employee covered by this Agreement the same benefit shall be available to all other unit employees.

ARTICLE 12 - JURY DUTY

12.1 Employees called for Jury Duty in any Municipal, County, State or Federal court shall advise the County upon receipt of the call and, if taken from his/her regularly scheduled work for 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 Jury Duty.

ARTICLE 13 - CALL BACK

13.1 An employee called back to work on other than his/her normal work schedule shall be compensated a minimum of two (2) hours (work or pay) 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. Court time on other than the employees regular work schedule shall be compensated as call back. Call back to Court for witness duty or call-out on a Holiday shall be actual time spent with a minimum of three (3) hours which shall not be combined with any other form of compensation.

13.2 Employees operating Employer equipment for authorized travel shall be "On Duty" even though such "travel time" may not be compensable time.

13.3 An "early start" or "holdover" at end of shift shall be paid at time-and-one-half which is not a callback.

ARTICLE 14 - GRIEVANCE PROCEDURE

- 14.1 **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.

- 14.2 **DEFINITIONS:** The following terms, as used in this section of the agreement, 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.

WORKING DAY: Days the Court House is open for business.

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: The 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.

- 14.3 **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's 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. The County shall initiate disciplinary action within a reasonable period of time but not more than 20 working days of the completion of the Sheriff's investigation of the incident leading to discipline. The above referenced Sheriff's investigation will be completed in a reasonable length of time.

14.4 PARTIES RIGHTS AND RESTRICTIONS:

1. A party to the grievance shall have the right to record a formal grievance meeting at the expense of the requesting party.
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.

14.5 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.

14.6 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 Sheriff 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 Jefferson County Commissioners. At this time, all supporting documents and evidence relative to the grievance shall be included with the appeal. The Commissioners 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 Commissioners or their designee, within twenty (20) working days after receipt of the decision, the grievant may submit the grievance to The Teamster's and Employer's Board of Adjustment, or its successor, according to its rules and procedures. In the event the Board 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 name until only one name remains who then shall be the Arbitrator.

- 14.7 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.
- 14.8 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.
- 14.9 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 15 - WAGES

- 15.1 Wage Rates are attached to this agreement at Appendix A and are a part of this agreement by this reference.
- 15.2 Whenever this agreement requires a wage increase wage increase shall be effective the first day of the month in which the adjustment occurs.

ARTICLE 16 - EDUCATIONAL TRAINING

- 16.1 The County may enter into a reimbursement agreement with newly hired employee (within the first month of employment) and such agreement shall not violate this agreement.

ARTICLE 17 - LONGEVITY

- 17.1 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

- 17.1.1 The above Longevity schedule is effective as of January 2022 and any employee receiving a better benefit shall retain same until the above will provide a better benefit.

- 17.2 Longevity Pay shall be paid in a lump sum to eligible employees in the November pay which will be received by employees in early December of each year. Early terminations are subject to adjustment in their final check. In an employees' first year of eligibility payment will be prorated through November and annually thereafter.

- 17.3 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 hour shift employee with over five years longevity will receive 7/8 of longevity amount (7 hour shift employee with five years employment, 7/8 of \$400 = \$350).

ARTICLE 18 – HOLIDAYS (for employees on Monday-Friday schedule or equivalent)

New Year's Day	January 1st
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in Sept.
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in Nov.
Day after Thanksgiving	Fri. after Thanksgiving
Christmas Day	December 25th
Two (2) Floating Holidays	

- 18.1 By agreement with the Sheriff listed Holidays may be scheduled off on any mutually agreeable basis provided such scheduling does not cause increased cost to the County.

Floating holidays dates of observance shall be determined by mutual agreement between the Employee and the Employer, with seven (7) days advance notice.

- 18.2 If a person's day off falls on a holiday, they get one day off for that holiday, or an extra day's pay at straight time.

- 18.3 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.
- 18.4 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.
- 18.5 When a holiday falls on Saturday, the preceding Friday shall be observed, and when it falls on Sunday the following Monday shall be observed. This provision applies to employees who work Monday through Friday only.
- 18.6 If an employee is called in to work on a holiday that is a scheduled day off for that employee the employee shall receive double time for all hours worked on that day in addition to regular holiday pay. Employees scheduled to work on a holiday will receive time and one half for their regular shift in addition to regular holiday pay. Hours beyond the regular shift shall be paid at double time. If an employee calls in sick on a holiday for which the employee is scheduled to work, the employee will receive holiday pay but not sick leave pay. For purposes of this article, holiday pay is eight (8) hours (prorate if applicable) at the regular straight time rate of pay.
- 18.7. In the event the Jefferson County Board of County Commissioners shall adopt additional paid or unpaid holidays same shall apply to this Bargaining Unit. The Bargaining Unit and the Sheriff shall agree on how the added holiday(s) is to be scheduled off.

ARTICLE 19 - VACATIONS

19.1

- A The following table applies to employees scheduled to work *other than Monday through Friday*, and Article 18 shall not apply to these employees.

Months of Completed Employment	Vacation Accrual (Hours)	HOLIDAY (Total Hours) To be increased if new holiday(s) are added	Maximum Vacation & Holiday Accrual
0 through 36	88	88	176
37 through 60	104	88	192
61 through 120	128	88	216
121 through 180	144	88	232
181 and over	184	88	272

19.1. A.1 Employees scheduled to work on a holiday listed in Article 18 shall be paid time and on-half for all hours worked.

19.1. A.2 Employees called in from a scheduled day off to work on a holiday listed in Article 18 shall be paid double time for all hours worked.

- B. The Parties combined Additional Annual Leave Days with regular Vacation days beginning with 2022. This merger results in additional potential payout of vacation time when an employee is eligible for payout. There are no administrative changes in vacation.
- C. If practicable, as a convenience to Deputies and ease of reporting the Maximum Column amounts will be reported on the paystub.

19.2 Earned vacation leave may be taken at any time during a period of sickness after the expiration of accumulated sick leave.

19.2.1 A probationary employee shall be allowed schedule forfeitable leave from their holiday and vacation bank after 9 months of employment. If the employee is unable to take scheduled time off, the employee shall: 1) be scheduled off by the Sheriff, or 2) allowed to take scheduled time off, or 3) cashed out at the sheriff's discretion.

19.3 An employee who, except for an emergency defined as an unforeseeable event fails to provide a two (2) week advance notification of intent to resign shall forfeit rights to earned vacation. The two (2) week notice may be waived by the County Commissioners or their designee. The maximum forfeiture shall not exceed the amount accrued during the preceding twelve (12) months.

19.4 Seniority order, as accrued under this Agreement, shall prevail for all employee time-off selections (West End Deputies shall be included in this process, their shifts shall be covered the same as any other Deputy) made during the "time-off selection period" **September 1st through December 31st** for time-off in the next calendar year. Vacation time not selected during the vacation selection period is subject to forfeiture if the employee has had the contractual opportunity to select all eligible time off as provided below.

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

19.5 All time-off (including unpaid time off) is to be selected as follows. Time-off may be taken at any time during the year with the welfare of the job being the determining factor.

1. There shall be three rounds of vacation selection
2. The first round employees, by seniority, shall choose their time off from available weeks in one (1) continuous period to be selected in round one.
3. The second round employee, by seniority, shall choose their time off from available weeks in one (1) continuous period to be selected in round two.
4. The third round employees, by seniority, shall chose the remainder of their eligible time off on a multiple day or single day off basis but not more than one day of which shall be a holiday.
5. For purposes of accounting for days used during the calendar year the order of "burn-off" shall be: Holidays (for employees using 19.1.A) regular vacation and then scheduled unpaid time off.
6. The employer shall provide the employees with a schedule to select their vacation from. That schedule shall state the minimum staffing levels required by the department for the employees to select available days off.
7. Employees shall have two (2) workdays (not including weekends) to complete their vacation selection once receiving notice. An Employee

who fails to make a selection during this time, shall forfeit their opportunity for that respective round.

8. Employees shall have the right to submit any other vacation requests for the respective year on January 1st, or after, on a first come first serve basis. If multiple employees submit their requests on the same day, seniority shall prevail.
- 19.6 Employees may split their vacation into as many parts as is mutually agreed upon between the employee and the supervisor and no third party shall enter into or influence this decision.
- 19.7 A maximum of one hundred twenty hours (120) accumulated vacation may be carried over from the previous year. Accumulated vacation time not selected/scheduled during the vacation selection period and in excess of the one hundred twenty hours (120) carry over shall automatically be lost to the Employee on April 1 of each year. If unable to take leave that has been previously scheduled because of employer required workload, such scheduled but denied leave days may be carried into the next calendar year but must be used within the first 3 months of the following year or it will be paid in cash unless they are again scheduled and denied because of workload whereupon, at the employees option, the use of denied days shall be extended until July before they are cashed out.
 - 19.7.1 The inability of the Sheriff to allow the employee to take previously scheduled vacation leave shall be documented by the Sheriff at the time of denial and be forwarded to the Payroll Division of the Auditor's Office.
- 19.8 Vacation/Leave requests for vacation 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.
- 19.9 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 vacation may request that a day of sick leave be taken rather than previously scheduled vacation day.
- 19.10 Shift Proration: The above amounts are based on an eight (8) hour shift. Vacation accrual 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 hour shift employee in the first three years will receive 7/8 of vacation accrual (7 hour shift employee under three years employment, 7/8 of 80 hours vacation accrual = 70 hours).
- 19.11 Upon retirement vacation accrual shall be cashed out up to the amount that may be carried over per Section 19.7 above.

ARTICLE 20 - SICK LEAVE

- 20.1 Sick leave is earned by a permanent and probationary employee at the rate of one (1) working day for each month of completed service. An employee may not accumulate more than two hundred forty (240) days of sick leave. To receive sick leave, an employee must either be sick or disabled or have a scheduled health care appointment.

Upon request by the department head, an employee must be able to furnish proof, including documentation from the attending health care provider. Falsification or misuse of sick leave shall be grounds for disciplinary action.

- 20.2 Sick leave is appropriate for illness or disability caused or contributed to: pregnancy, miscarriage, abortion, childbirth, adoption and recovery there from. Accrued sick leave is appropriate to care for a family member with a health condition that requires treatment and/or supervision. (RCW 49.12) Accrued sick leave, not leave of absence (Section 5.60 PPM), must be used for illness, injury or disability.
- 20.3 Sick leave is not appropriate and will not be authorized for death in the employee's family.
- 20.4 No employee shall receive compensation for unused sick leave greater than the amount determined as a result of Section 20.5 #2 at the time of retirement.
- 20.5 The County will make the following payment for sick leave accumulated after August 22, 1978.
1. Upon an Employee's death, the Employee's estate shall be paid twenty-five percent (25%) of accumulated sick leave.
 2. Upon disability or retirement, the employee shall be paid twenty-five percent (25%) of accumulated sick leave.
 3. If employment is terminated other than by death, disability or retirement, no portion of accumulated sick leave shall be paid.
 4. In the event an employee's death occurs because of events in the line of duty, the County may disperse 100% of the employee's sick leave to the employee's beneficiary. This request shall be presented by the Union to the County, who reserves the sole right to disperse these funds based upon facts surrounding the incident.
- 20.6 Light Duty:
1. No employee shall be put in the position of being on shift by themselves. 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.
 3. 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.
- 20.7 LEOFF-II employees unable to perform their normal duties and working Light Duty assignments where the pay rate is less than the officer's normal wage or if an officer is denied requested light duty assignment shall be able to "make up" any deficiency in full straight time monthly earnings through the use of sick leave. And when sick leave is so used the required supplemental amount shall be charged against the officer's sick leave account only on the basis of ½ of the amount required for the wage supplement for work related disability or illness (i.e.: for each hour used to supplement compensation on ½ hour will be deducted from the employees sick leave account).

ARTICLE 21 - BEREAVEMENT LEAVE

- 21.1 Bereavement leave shall be authorized 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 degree.
- 21.2 Employees who have a death in their immediate family and who would have to travel 500 miles or more (one way) to attend the funeral shall be allowed two (2) additional days with pay, for travel only.

ARTICLE 22 – MILITARY LEAVE

- 22.1 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 fide 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 23 - UNIFORMS

- 23.1 Uniforms as listed below shall be furnished upon initial appointment to the Sheriff's Office. Once issued, Personal Uniform items shall be repaired, replaced, and cleaned by the employee as provided in Article 23.3; Sheriff's Office Uniform items shall be repaired and cleaned by the employee as provided in Article 21.3 and replaced by the Office, should this become necessary. If a Sheriff's Office Uniform Item is required to be replaced due to negligence by the employee, the employee shall be responsible for replacement. All Uniform Items shall be returned to the Sheriff Office upon separation from duty.

Personal Uniform Items: (Initial Issue)

Personal Uniform Items: (Initial Issue)	Uniform Items: (Equipment Initial Issue)
Hat (w/chin strap and braid) Hat Badge Breast Badge Name bar Collar brass Baseball style cap Belt (Trouser) Two class A shirts (1 long sleeve / 1 short sleeve) Two class A trousers Two class B "Bratwear" shirts (employee choice of sleeve length) Three class B trousers Jacket (style/type TBD by uniform committee) Jumpsuit (employee choice of fabric weight) Necktie	Duty belt Holster (firearm) Four belt keepers Two sets of handcuffs with cases Key Holder Handgun with 3 high capacity magazines Magazine holder Taser with holster Radio with case Baton with holder OC with holder Belt worn flashlight with holder and batteries Folding knife Wallet badge Ammunition

Black boots (Employer will cover up to \$200 of the cost with employee responsible for remainder)	
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*Due to the unique operating environment Deputies at the west end may be issued an alternative uniform issue with the court uniforms and three jump suits (no 'Bratwear shirts or class B trousers would be issued).

All uniforms and equipment required by CJTC for basic academy if employee is attending (per practice)

- 23.1.1 Employees employed as Entry shall be issued one (1) class A uniform and the balance of the Initial Issue supplied upon moving to Step A.
- 23.1.2 The Sheriff and Union have established a committee to review the "new issue" list of uniform items and upon full adoption, and budgeting, the agreed list shall replace the above.
- 23.1.3 For normal patrol duties employees may wear any uniform listed above or as established by the uniform committee. Appearances in Court will be in Class A uniform.
- 23.2 Employee shall keep uniform items clean and in good repair at all times. The Sheriff shall post authorized uniform standards. Uniforms shall only be worn in the line of duty and shall conform to the posted uniform standard.
 - 23.2.1 In the event the Uniform Committee shall recommend to the Sheriff, and the Sheriff shall authorize, additional items or update the color scheme and/or design, the "Initial Issue" uniform for new employees, all then current employees with prior issue equipment shall have the option of having the item updates or the new item supplied to them at no cost to the Deputy.
- 23.3 After the employee has completed his/her trial period, an employee required to wear uniforms in the performance of duty shall receive \$875.00 in uniform allowance, which amount shall be subject to normal payroll taxes as ordinary income. This money is for the purchase and/or replacement, repair and cleaning of authorized Personal Uniform items and the repair and cleaning of Officer Uniform items. Effective January 2022 the \$875.00 regular uniform allowance shall become \$1,000 and Officers wearing uniforms part-time while filling other assignments than their normal assignments (i.e., Detective) shall receive \$250.00.
 - 23.3.1 Employees newly appointed to Detective after the adoption of this agreement by the Board of County Commissioners shall, once in their career, receive a \$500.00 clothing and equipment allowance.
- 23.4 Uniform allowance shall be paid by payroll warrant no later than the end of the second full week in February of each year according to the amount listed in 23.3. On an employee's first anniversary they shall receive their allowance pro-rata to December 31 and thereafter each February. Upon termination of employment for any reason employees who have received their annual allowance shall reimburse the County pro-rata

through December 31 with the amount deducted from the final compensation settlement with the County.

- 23.5 Bullet Proof Vests shall be provided to officers as necessary protective safety equipment. Same will be replaced as required to maintain employee safety.
- 23.6 The Sheriff shall replace or repair articles of personal clothing damaged while in the line of duty.
- 23.7 The Sheriff agrees that employees required to carry firearms shall be entitled to purchase their duty weapon through the Department at department cost. The "Personal duty weapon/s" when used on duty MUST conform to all requirements of the Sheriff for department issued duty weapons. In the event the Sheriff should change the duty weapon employees will have the option of purchasing a new conforming personal duty weapon or receiving a Department issue weapon as required by the Sheriff. Employees who purchase a personal duty weapon according to this section shall be permitted to use it as their duty weapon and shall turn in the Department issued weapon. The Department shall supply required duty ammunition for employees with personal duty weapons in the same manner as Department issued weapons.
- 23.8 In the event the Sheriff shall require the use of equipment that may record events as they occur (i.e., body-cam dashcam or other recording device) the Union shall receive 30 days notice and an opportunity to bargain the effects of the new equipment

ARTICLE 24 - JOB INFORMATION

- 24.1 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 & County Drug Policy.
- 24.2 Except in emergent situations all new policies and/or policy updates shall be provided to the employees affected by such policy at least 21 days prior to its effective date. Employees may provide a copy to the Union. Concerns regarding additional or updated policy should be addressed prior to the implementation date.
- 24.3 All job information may be provided electronically/digitally or on paper.

ARTICLE 25 - HEALTH AND WELFARE

- 25.1 **MEDICAL:** Effective with January hours payable in February 2015: Washington Teamsters Welfare Trust Plan B .with Life B. Time Loss A; 9 Month Waiver;. at the rates provided in the attached Subscription Agreement as shall be amended by the Trustees and as provided in Article 27.

- 25.2 DENTAL: Effective with January hours payable in February 2015, the Employer shall pay into the Northwest Teamsters Dental Trust, Plan B for each employee who was compensated eighty (80) hours during the preceding month at the rate provided in the attached Subscription Agreement as shall be amended by the Trustees and as provided in Article 27. The above payments shall be made to an authorized administrative office by the 10th of each month.
- 25.3 VISION: Effective with January hour's payable in February 2015, the employer shall pay the Teamsters Vision Care Trust. for each employee who was compensated for eighty (80) hours or more during the preceding month as provided in the attached Subscription Agreement as shall be amended by the Trustees and as provided in Article 27.

ARTICLE 26 - MAINTENANCE OF BENEFITS

- 26.1 Effective with January hour's payable in February 2006 the County shall be responsible for 85% of the required contribution for the benefits provided in Article 25 with employees responsible for 15% of the required contribution. The employee responsibility is an Bargaining Unit agreed wage reduction applied to all unit members.
- 26.2 The Parties agree that either party may open Article(s) 25, 26, or 27 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 Deputies or the Deputies' 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.
- 26.3 LINE OF DUTY DEATH BENEFIT CONTRIBUTION – In the event of a line of duty death, the County shall pay the cost of three (3) months of paid continuation of health care benefits for the employee's spouse and dependents through the Washington Teamsters Welfare Trust; provided however, if such benefit plan continuation is not possible under the Trust rules, then the spouse shall be paid as a non-taxable reimbursement of health care premiums paid to a different plan/provider selected and arranged by the spouse up to the amount which the County otherwise would have paid.

ARTICLE 27 – STATUTORY BENEFIT MANDATES

- 27.1 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.
- 27.2 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.
- 24.3 Washington State Paid Family Medical Leave (RCW 50A.04) premiums shall be paid by the Employer and employee as agreed buy the Parties upon publication of the rates.

ARTICLE 28 – RESERVED

ARTICLE 29 - SAVINGS CLAUSE

- 29.1 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.

ARTICLE 30 – ADDITIONAL AGREEMENTS

- 30.1 Labor Management Committee:

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. 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 meetings shall be exclusive of the grievance and arbitration procedures in the Agreement, as grievances shall not be considered proper subjects at these 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 discussions shall be “off the record” and shall not be used as evidence by either party for any purpose.

- 30.2 Internal Lateral, Promotion or Transfer.

Employees employed within the Jefferson County Sheriff's Office who are appointed as a regular or probational Deputy shall have all JCSO time in service included in calculating Longevity.

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ARTICLE 31 - TERMINATION

31.1 This agreement shall be effective upon adoption by the Board of County Commissioners except when a provision has an effective date that effective date shall prevail. This agreement shall be effective through December 31, 2024.

SIGNED THIS _____ DAY OF _____ 2021.

**JEFFERSON COUNTY BOARD
OF COMMISSIONERS**

Kate Dean, Chair

Heidi Eisenhour, Member

Greg Brotherton, Member

JEFFERSON COUNTY SHERIFF

Joe Nole, Sheriff

Date: _____

Clerk of the Board

Carolyn Gallaway, CMC

TEAMSTERS LOCAL 589

Robert A. Dinkel

Business Agent

Date 12/29/21

Mark Fuller

Mark Fuller Secretary/Treasurer

Date 12/27/21

Approved as to Form Only:

By: _____
Philip C. Hunsucker,

Chief Civil Deputy Prosecuting Attorney

Date January 4, 2022

jefferson county road deputies - signature (22-24) docx

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

January 1, 2022 through December 31, 2024

APPENDIX A WAGES & CLASSIFICATIONS

THIS APPENDIX is supplemental to the AGREEMENT by and between JEFFERSON COUNTY, WASHINGTON, hereinafter referred to as the Employer and TEAMSTERS LOCAL 589, hereinafter referred to as the Union and shall apply to those employees in the following listed classifications:

The Wage Table effective 1/1/2022 shall be increased over the 2021 rate by 9%, 1/1/23 shall not be increased however the first step shall be dropped, and a new top step added with each employee remaining in their then current step; the table shall be increased by 0.5% 1/1 2024 in recognition that all Deputies perform duties as assigned without additional compensation.

- A.1 Effective January 1, 2022, and for subsequent years as noted, for employees employed on the date of ratification, the Pay Grades and rates of pay for each Pay Grade covered by this Agreement shall be as follows:

2022	9%						
	Entry	Step A:	Step B:	Step C:	Step D:	Step E:	Step F:
	\$29.41	\$32.95	\$34.77	\$36.61	\$38.41	\$40.35	\$42.37
2023	0%	5%	5%	5%	5%	5%	5%
	Entry	Step A:	Step B:	Step C:	Step D:	Step E:	Step F:
	\$32.95	\$34.60	\$36.33	\$38.15	\$40.06	\$42.06	\$44.16
2024	0.50%	5%	5%	5%	5%	5%	5%
	Entry	Step A:	Step B:	Step C:	Step D:	Step E:	Step F:
	\$33.12	\$34.78	\$36.51	\$38.34	\$40.26	\$42.27	\$44.38

The 0.5% increase in 2024 is in additional recognition that this CBA has limited specialty Pay

A.2 Additional Compensation:

A.2.1 Detectives Pay: In addition to wages in A.1 employees classified by the Sheriff as Detectives shall receive an additional \$75.00 per month as an offset against incidental expenses and for non-patrol duties. Effective 1/1/2022 the \$75 shall be increased to \$100.00

A.2.2 K-9 Officers: In recognition of additional duties performed by employees assigned by the Sheriff as K-9 Officer who must care for the K-9 while off duty, the assigned officer shall receive 0.5 hours of pay, at time and one half, per day in addition to any other compensation paid at time and one half.

A.2.3 Field Training Officer: Employees assigned by the Sheriff, or his 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 card.

A.3 New employees shall be paid Entry wages until completion of the Academy (not more than 12 months) and shall be promoted to Step A the pay period following graduation. Progression through the steps after completion of the Academy shall require a full 12 months in the step before moving to the next step.

A.3.1 Upon approval of the Sheriff and BOCC or their designee lateral entry officers may begin at Step B or C, depending on experience credit given by the County.

A.3.2 Progression from Step A to B shall require a full 12 months in Step A and the date the employee begins Step A shall be their progression anniversary for subsequent steps.

Deferred Compensation Program

A.4 Effective January 1, 2015, a contribution of \$94.00 per month will be made to the employee's choice of one of the Deferred Compensation Plans currently offered by the County. The employee will contribute \$ 47.00 of this amount with the Employer matching that amount.

A.4.1 Effective the first full month following the adoption of this Agreement the above \$94.00 shall become \$116.00 and the \$47.00 shall become \$58.00

A.5 In the event the plan should provide for individual deferral the Employee may defer any amount they chose in accordance with the plan.

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 need of the investigation dictates 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 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.
- B.4 Interrogation: The interrogation of any sworn personnel during the course of an investigation that could lead to formal disciplinary action shall be conducted under the following conditions. These procedures shall not apply to any routine, supervisory contact with an officer for the purpose of counseling, instruction, or verbal reprimand. Prior to the commencement of any formal disciplinary interview, the employee shall be advised as follows:

You are about to be questioned as part of an administrative investigation being conducted by the Jefferson County Sheriff's Office. You are hereby ordered to answer the questions that are put to you that relate to your conduct and/or job performance, and to cooperate with this investigation. You are required to answer questions relating to the performance of your official duties or fitness for duties. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding.

- B.4.1 Constitutional Rights or Privileges: When the investigation becomes in furtherance of the intent to prosecute for a criminal offense, the officer charged with or suspected of committing a criminal act shall be afforded the same constitutional rights or privileges or guarantees enjoyed by any person. This section shall not deprive the County of the right to pursue the investigation administratively under Section B.3.
- B.5 Use of Force – Employees involved in a “Use of Force” event shall, upon request, give a statement immediately following an event, including a “walk through” and “public safety statement” interview, designed and intended to enable a thorough and efficient processing of the scene for evidence and detailed interviews of all other witnesses.
- B.5.1 When an employee uses “deadly force” which results in the injury or death of a person, the employee shall not be required to make a written statement for (72) hours after the incident. An employee subject to the use of deadly force investigation shall be advised of their rights to and shall be allowed to consult with a union representative prior to being required to give a detailed oral or any written statement about the use of force. This right to consult with a union representative shall not unduly delay the giving of a statement immediately following an event, including a “walk through” and “public safety statement” interview, designed and intended to enable a thorough and efficient processing of the scene for evidence and detailed interviews of all other witnesses.
- B.5.2 Any investigation of the event will be conducted with due regard to the sensitivity for the deputies emotional state following the traumatic incident, and investigators will ensure that formal interview statements and written reports directly from deputies engaged in the use of deadly force are obtained when the deputy concerned has confidence in his/her ability to process and recall but not more than 72 hours after the event.
- B.5.3 Nothing in this article, however, shall be construed as compelling a deputy to provide a statement or prepare a response. Whether the deputy is ordered to do so will depend upon the circumstances of the situation, including whether the deputy is subject of a criminal investigation, and whether the deputy has requested and granted a *Garrity* waiver.
- B.5.4 Nothing in Section B.5 shall preclude a Deputy from making a voluntary statement at any time.

SUBSCRIPTION AGREEMENT