

Agreement

By and Between

Clallam County

and

**The Washington State Council of
County and City Employees, Local 1619-S**

For the Period

July 1, 2018 – June 30, 2020

PATROL SERGEANTS

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PREAMBLE

This AGREEMENT is made and entered into by and between CLALLAM COUNTY, hereinafter referred to as "County" and the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL 1619-S (Patrol Sergeants), hereinafter referred to as the "Union." The purpose of this Agreement is to assert courteous, efficient, and cost-effective service to the citizens of Clallam County; to promote harmonious relations between the employer and Employees; to establish an equitable format for resolving misunderstandings and disputes; and to establish salaries and benefits, hours of work and other terms and conditions of employment.

ARTICLE 1 – TERM OF AGREEMENT

This Agreement shall be effective July 1, 2018 and shall continue in full force and effect through June 30, 2020.

This AGREEMENT shall supersede all previous agreements signed between the County and the Union relating to wages and conditions of employment, and shall supersede any and all prior Memoranda of Understanding or individual contracts or agreements which relate to wages, hours or other conditions of employment of any bargaining unit member.

ARTICLE 2 – RECOGNITION

- 2.1 The County recognizes the Union of Clallam County as the sole and exclusive bargaining representative for all Sergeants and other mid-level uniformed/commissioned employees excluding the Undersheriff(s) or Chief Deputies (hereinafter referred to as "Employees" in this Agreement) of the Clallam County Sheriff's Department.
- 2.2 In the event, through Clallam County Civil Service Board and/or County action, duties of the existing job classifications are substantially altered, negotiations between the County and the Union shall commence prior to the establishment of salaries or filling of any positions so created or altered.
- 2.3 The County will not assign indefinitely a member of the Department to act in the capacity of a Sergeant in order to avoid filling a vacant Union position.
- 2.4 The parties recognize that the positions of Sheriff, Undersheriff, Inspector, Administrative Assistant, Emergency Services Coordinator, Chief Criminal Deputy, Corrections Sergeant and Administrative Secretary are not represented by the Union and are not covered by this Agreement. Any question or dispute as to which employees are represented by the Union, or covered by this Agreement, shall be treated as a grievance and disposed of according to the grievance procedure provided within this Agreement or referred to the Public Employment Commission.

- 2.5 Covered employees who are regularly scheduled to work less than eighty (80) hours per month shall not receive insurance, holidays, vacation or sick leave benefits provided for in this Agreement. Part-time employees who work eighty (80) or more hours per month shall receive holiday, vacation and sick leave benefits pro rata based upon the average hours per week worked in that month, and shall receive paid insurance benefits.

ARTICLE 3 – NON-DISCRIMINATION

The parties agree that this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, gender, gender identity, genetic information, sex, sexual orientation, religion, mental or physical handicap or disability as defined and recognized under federal and Washington law (to the extent reasonable accommodation is possible in view of the duties and responsibilities of the position), national origin, union affiliation or political affiliation. Reasonable accommodation shall be accomplished to the extent possible to enable a disabled employee who is able to safely and properly perform modified duties of the employee's position; provided however that nothing in this contract shall require the County to create a light duty position as an accommodation which is of unlimited duration. (The County may condition light duty for a disabled employee on demonstrated ability to recover and become able to perform all the essential functions of the job within a time period established by the County in reliance on medical opinion/prognosis of the County's physician.) This Article shall be subject to the grievance procedure, but not to grievance arbitration beyond Step 2.

ARTICLE 4 – UNION SECURITY

4.1 Dues Check Off.

The County will provide for payroll deduction of Union fees upon written authorization by the employee. Payroll deduction authorization cards must be received by the County Auditor's Office by the fifteenth (15th) day of the month to be recognized as effective for that month. The County shall deduct from the last paycheck of the month of such employee the amount of dues and initiation fees and transmit them to the designated representative of the Union.

4.2 Fair Share and Religious Objections.

- A. It shall be a condition of employment that all employees of the Sheriff's Department designated under this Agreement as Union members shall continue to be members of the Union and remain members in good standing. Those who are not members on the effective date of this Agreement shall by 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 members of the Union hired on or after the effective date shall on the 31st day following the beginning of such employment become and remain members in good standing in the Bargaining Representative; 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, such public employee shall pay an amount of money equivalent to the regular Union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the County and the Union. The County shall furnish written proof to the Union that such payment has been made. If the County and the Union do not reach an agreement on the choice of the non-religious charity to whom the employee's dues and initiation fees are to be paid, the Washington State Public Employees Relations Commission shall designate the charitable organization; PROVIDED FURTHER THAT, if an employee for any reason does not wish to be a member of the Union, that employee shall proportionately and fairly share in the cost of the collective bargaining process. Therefore the cost for such bargaining unit member shall be fixed proportionately at the amount of dues uniformly required of each member of the bargaining unit to defray the cost of services rendered in negotiating and administering this Agreement. Payment of a maintenance fee in this amount shall be in lieu of any other obligation under this Article.
- B. Any employee failing to comply with Article IV B will be terminated upon two weeks' notice to the County and the employee by the Union. This section shall control over any conflicting Civil Service provision.

4.3 Indemnification.

The Union shall indemnify, defend, and hold the County harmless from all suits, actions, proceedings and claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement or any combination thereof arising from the sole application of this Article of this Agreement. In the event that any part of Article IV shall be declared invalid or that all or any portion of the monthly service fee must be refunded to any non-member, the Union and its members shall be solely responsible for such reimbursement. The parties will cooperate in making appropriate adjustments called for in the event error is discovered.

ARTICLE 5 – UNION REPRESENTATION ACTIVITY

5.1 Conducting Union Business.

No Union member, officer, representative or agent shall conduct any Union business during working hours, except as provided herein.

5.2 Adjusting Grievances.

Upon prior notification to the Sheriff or his designee by the Union, the County shall afford a recognized Union representative an opportunity to adjust grievances and attend interviews covered under this Agreement in Articles VIII and XV and Sheriff's Policy and Procedures Chapter 6. The investigation and presentation of grievances by a Union officer will be conducted on off-duty time unless otherwise authorized by the Sheriff or Division Head.

5.3 Communications.

Union officers may transmit messages and information on County premises when off-duty, or on-duty with permission when the message has been reduced to writing, or is of such a routine nature that it can be communicated without interference with County business or the employee's work.

5.4 Union Expenses.

Except as provided above or otherwise authorized by a supervisor, Union activities shall not result in cost to the County, as through the use of County vehicles, photocopies, telephones or on duty time, provided that the County may designate a single photocopy machine to be used for all photocopies made by the Union or in its behalf by any member.

5.5 Attendance at Negotiations.

If negotiations sessions are held during regularly scheduled work hours of designated members of the bargaining team, not more than two (2) Union members may attend negotiation meetings without loss of pay while on duty. Attendance shall be subject to call to duty.

5.6 Notice of Union Officers.

The Union shall inform the County in writing of the identity of Union officers, periodically and as necessary to keep the County informed of their identity. The County shall recognize only the officers so identified.

5.7 Copies of Labor Agreement.

The Union shall provide each employee in the bargaining unit with a copy of this Agreement.

5.8 Employment List.

Every January, the County shall furnish the Union a list of each employee covered by this contract, stating the following: date of hire, adjusted date of hire and current salary.

5.9 Notice of Parties.

Whenever this Agreement requires notice to the Union the County shall mail notice by regular mail to the AFSCME Union staff representative and shall place a copy in the Local Union's intra-department mailbox. Notice to the County means written notice to the Director of Personnel and Risk Management and to the Undersheriff for Administration.

ARTICLE 6 – MANAGEMENT RIGHTS

6.1 Management Prerogatives.

Subject to the terms of this Agreement, it is understood and agreed that the County possesses the sole right to operate the Department, whether heretofore or hereafter exercised and regardless of the frequency or infrequency of their exercise. It is expressly recognized that such rights include, but are not limited to the following:

- A. To determine the Department's mission, policies, and set forth all standards of service offered the public.
- B. To plan, direct, control and determine the operations or services to be conducted by the employees.
- C. To utilize personnel, methods, and means in the most appropriate and efficient manner possible.
- D. To manage and direct the employees of the Sheriff's Department.
- E. To hire, promote, transfer, train, evaluate performance and retain employees in positions of the Sheriff's Department.
- F. To establish work rules and rules of conduct.
- G. To suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause.
- H. To determine the size and composition of the work force and to lay off employees in the event of lack of work funds.
- I. To regulate or change shifts, workdays, hours of work, work week, work locations, and assign all work duties.

6.2 Effect of County Policy and Civil Service Rules.

It is recognized and understood by the County that the above management rights shall be exercised subject to the provisions of Chapter 41.14 RCW, "Civil Service for Sheriff's Office." This Agreement shall control in the event of a conflict between this Agreement and the Clallam County Civil Service Rules.

6.3 Changes.

All matters not specifically treated by the language of this Agreement may be administered for its duration by the County in accordance with such policy and procedures as the County may determine, but does not preclude the Union from seeking review of the exercise of these rights in a particular case in discussion with the Sheriff, or his designee. Any action taken by either party to this Agreement which would modify or alter the intent and purpose of this Agreement, and any provisions therein, shall be considered invalid. This clause shall not operate as a waiver of the Union right to demand to bargain over a change in a mandatory subject of bargaining provided for herein.

6.4 Duty to Bargain Certain Changes.

Notwithstanding the foregoing, except as otherwise specifically required in this Agreement, if the County proposes a change in practices or conditions of employment which are a mandatory subject of bargaining it shall provide notice to the Union, and the Union shall have two (2) calendar weeks from the date notice is given in which to comment and/or request negotiations. If the parties are unable to agree within sixty (60) days from the date notice is given, mediation shall be waived and the parties shall refer the dispute to binding arbitration. A list of eleven (11) names shall be requested from FMCS and an arbitrator shall be selected from that list in the fashion described in Article 7 of this Agreement.

ARTICLE 7 – DISCIPLINARY PROCEDURES

7.1 "Just Cause" and Relationship to Civil Service.

All discipline for Employees covered under this Agreement shall be for just cause. Upon ratification of this Agreement all issues of discipline shall be governed by this Article exclusively, and Civil Service rules shall not apply. Any allegation of a violation of this Article shall be resolved under the Grievance Procedure provided for by this contract. Failure to satisfactorily complete probation is not discipline and is not appealable under the grievance procedure, Article 8.

7.2 Notice of Intent to Discipline.

In the event of discipline (excluding verbal and written reprimands) is contemplated, the employer will provide the employee with written notice of the allegations against the employee, the facts upon which the allegations are based,

and the degree and discipline being considered, prior to the imposition of disciplinary action. Suspension from duty with pay pending the imposition of discipline shall not be deemed discipline.

7.3 Pre-Discipline Meeting.

After providing an employee with such notice, the employer shall afford the employee an opportunity to respond, verbally and/or in writing. In any predisciplinary meeting between the employee and the employer about matters which may result in discipline of suspension, demotion and/or termination, the employee shall have the right to the presence of a Union shop steward or Union representative, provided however that any Union representative or shop steward selected must be capable of responding and attending within a reasonable period of time. Once a Union representative is requested, further questioning and/or discussion concerning contemplated discipline will not be initiated by the employer. Such meetings and questioning shall occur during normal County business hours or the employee's normal work shift, unless otherwise agreed. Such meetings and/or discussions shall occur in a reasonably private location and shall not be unreasonably long. The parties shall be entitled to take intermissions for the purpose of attending to personal necessities, meals, telephone calls and rest periods.

7.4 Polygraphs Prohibited.

Employees shall not be required to submit to a polygraph examination as a condition of continued employment. This section shall not be construed as a prohibition barring an employee from volunteering to do so.

7.5 Retention of Records of Discipline.

Verbal or written reprimands are not appealable to the grievance procedure. However, if a written reprimand is placed in the employee's personnel file, the employee may submit a written reply for placement in the personnel file. A reprimand shall not be considered as an aggravating factor warranting more severe discipline as a result of a subsequent issue after thirty six (36) months of service free of counseling or discipline relate to job performance, conduct or attendance.

7.6 Use of Deadly Force Investigations

Employees involved in the use of deadly force investigations shall be advised of their rights to and shall be allowed to consult with a union representative prior to being required to give an oral or written statement about the use of force. Such right to consult with a union representative shall not unduly delay providing a report, the giving of a statement immediately following an event, including a "walk through" interview designed and intended to enable a thorough and efficient processing of the scene for evidence and detailed interviews of all other

witnesses. The investigation will be conducted with due regard to and sensitivity for the sergeant's emotional state following the traumatic incident, and investigators will insure that formal interview statements or written reports from sergeants directly involved in the use of deadly force are obtained at a time when the sergeant concerned has confidence in his ability to process and recall. Whether the sergeant is ordered to do so will depend upon the circumstances of the particular situation, including whether the sergeant is the subject of a criminal investigation, and whether the sergeant has requested a *Garrity* waiver.

ARTICLE 8 – GRIEVANCE AND ARBITRATION

8.1 Purpose.

The County and Union recognize the importance of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this goal, every effort will be made to settle grievances at the lowest possible level of supervision. Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances in good faith. There shall be no suspension of work or impediment in the operation of the County during the grievance process.

The procedure set forth in this Article shall be the sole procedure to be utilized in processing a grievance. An employee may elect to disclaim the grievance process and proceed as an individual under appeal procedures set forth in the County's Uniform Personnel Rules. The procedure set forth in this Article is the exclusive method to resolve any dispute arising from the imposition of discipline.

8.2 Definitions.

- A. **Grievance.** A grievance is an issue initially raised by an employee relating to the rights, responsibilities, benefits or conditions of employment specified by this Agreement, and which relates to the application, meaning or interpretation of this Agreement. In no event shall this contract be interpreted as conferring an arbitrable right related to:
1. Work assignments, unless the complaint arises out of an allegation that the employee was required to work in violation of applicable sections of this Agreement.
 2. Work performance evaluations.
 3. Impasses in collective bargaining.
 4. Grievances filed after twenty (20) workdays from date of occurrence, or after twenty (20) workdays from the date the employee had knowledge of an occurrence.

- B. Working Day. Exclusive of Saturday, Sunday and legal holidays.
- C. Employee. Any employee classified as a Sergeant in the Clallam County Civil Service System.
- D. Immediate Supervisor. The person who assigns, reviews, or directs the work of an employee.
- E. Representative. A person who appears on behalf of the Union.

8.3 Procedure.

- A. Informal Grievance Disposition. Within ten (10) working days from the occurrence of the incident on which a complaint is based, or within ten (10) working days from the employee's knowledge of the occurrence, the employee will promptly meet to discuss verbally the complaint with his/her immediate supervisor. In those circumstances where the nature of the complaint involves the immediate supervisor, the employee may verbally discuss the complaint with the next higher level of supervision, provided notification is given the immediate supervisor by the employee. Such initial discussion shall precede the use of the formal grievance procedure. If the supervisor fails to reply to the employee within five (5) working days of the meeting, or if the employee is not satisfied with the decision, the employee may utilize the formal grievance procedure.
- B. Formal Grievance Procedure. The following steps shall be pursued in resolving any grievance:

Step 1. The grievance procedure shall be initiated by the employee, stating the nature of the grievance, the alleged violation of the contract by article and paragraph number, and the desired solution, in writing on the Union grievance form, together with any supporting documents attached to the grievance form.

The grievance form and supporting documents shall be delivered to the Chief Civil Deputy no later than fifteen (15) calendar days from the date of the close of the informal meeting. The Chief Civil Deputy shall review the grievance documents to verify that the Union grievance states a proper grievance under this Agreement. The grievance documents shall be forwarded to the division head for a thorough investigation. The division head shall review and investigate the grievance. The division head shall hold a formal meeting with the employee to review the facts, gather any additional supporting documents, discuss the complaint and desired solution, and discuss the proper appeal procedure. The division head shall ensure that the grievance file contains all relevant documentation and shall forward it to the Chief Civil Deputy with a statement of the issues and a recommendation. The Chief Civil Deputy shall verify that the division head has thoroughly investigated the grievance and issued a

recommendation. If the Chief Civil Deputy disagrees with the division chief's recommendation, the Chief Civil Deputy shall investigate further, take action to clarify facts, document the findings, and issue a recommendation as appropriate. The Chief Civil Deputy shall forward the grievance file to the Undersheriff within fifteen (15) working days of receipt of the grievance file from the Union. The Undersheriff shall review the grievance file and cause further investigation of the facts to occur if necessary. The Undersheriff will issue a written decision on the original grievance form within ten (10) working days of receipt of the grievance file from the Chief Civil Deputy.

Step 2. If the employee feels the Undersheriff has not resolved the grievance, the employee may appeal to the Sheriff within ten (10) working days. 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 his/her representative, if requested, within ten (10) working days of the date of the appeal receipt and attempt to settle the grievance. The Sheriff shall issue a written decision on the appeal within ten (10) working days of the date of the formal meeting.

Step 3. Within thirty (30) calendar days of the Sheriff's decision, the Union may submit the matter to binding arbitration. The parties contemplate that this time will be spent to obtain a legal analysis and for the parties' attorneys to exchange views concerning the merits of the grievance and settlement alternatives. After the matter has been so submitted, the parties or representatives may agree upon an arbitrator, or may jointly request from FMCS a list of names of eleven (11) Washington and Oregon arbitrators. The parties may select an arbitrator from the list by mutual agreement or shall alternatively strike names from the list until one name remains.

The arbitrator's decision shall be final and binding upon both parties, but the arbitrator shall have no power to alter, amend or change in any way the terms of this Agreement or to impose on either party a limitation or obligation which is inconsistent with this Agreement. The arbitrator shall be requested to issue the decision within thirty (30) calendar days after conclusion of the proceedings.

Expenses for arbitrator's services in the proceedings shall be borne equally by the County and the Union. However, each party shall be responsible for any other expenses incurred. Neither party shall be required to pay the attorney fees or expenses of the other in connection with any arbitration.

8.4 Time Periods.

The time limits expressed herein are of the essence of this Agreement. The time period specified in this Article may be extended or modified by mutual consent.

Any modification of time limits must be agreed to in writing. If the County fails to meet or answer any grievance within the time limits prescribed for such action by this Article, the grievance may be advanced to the next step by the Union.

Failure by the Union to submit or advance a grievance in accordance with the time limits specified, without such a waiver, shall constitute abandonment of the grievance.

8.5 Determination of Merit.

The Union will proceed in each case in good faith and will not process any grievance that does not meet the standards of a valid contractual issue. This section is not intended to define substantive arbitrability. Neither party will communicate or disclose the existence or nature of any grievance, or comment, except within the Union and County government as necessary to resolve the dispute.

8.6 Probationary Employees.

Newly hired (probationary employees) serve at the pleasure of the employer throughout the probationary process and may not grieve any term or condition of their employment status during the probationary period. Sergeants' probation shall be one (1) year from date of appointment.

8.7 Rights and Restrictions.

- A. A party to the grievance shall have the right to record a formal grievance meeting at the expense of the requesting party.
- B. Nothing within this grievance procedure shall be construed as limiting the right of management to manage the affairs of the Sheriff's Office.
- C. Grievances of an identical nature, involving an alleged violation of the same Article, may be consolidated, provided the issue is the same.
- D. A communication between a member of the Union and the recognized Union representative designated to represent the employee regarding a potential or actual employee grievance will be confidential in the context of the discipline and grievance resolution process.
- E. The Union, as an organization, may file a grievance alleging that the County has violated specific rights afforded the organization in the Agreement. Such grievance shall be filed at Step 1 and shall be bound by the time limitations and procedures set forth in the grievance procedure.
- F. The County reserves the right to extend the probationary period or to

declare the employee's performance as a Sergeant unsatisfactory and return the employee to the formerly held classification, provided that the Sheriff provides the Union with written notice of the decision to do so and a statement of the reasons.

ARTICLE 9 – STRIKES AND LOCKOUTS PROHIBITED

9.1 Prohibited Conduct.

Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the County by any labor organization when called upon to cross such picket line in the line of duty, or initiate, cause, permit, or participate or join in any strike, work stoppage or slowdown, picketing, or any other restriction of work at any location. Disciplinary action, including discharge, may be taken by the County against any employee(s) engaged in a violation of this Article. Such disciplinary action may be undertaken at the option of the County and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the County. Exercise of any such rights by an off-duty employee shall be in the employee's individual capacity and not in uniform.

9.2 Union Enforcement Duty.

In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, in violation of this Article, the Union will, within one (1) hour of notification by the County, attempt to secure an orderly return to work within two (2) hours of such notification. This obligation(s) set forth in paragraph A above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provisions of this Agreement.

9.3 Benefits and Wages.

It is understood that the employee(s) shall not be entitled to any benefits or wages while the employee(s) is engaged in a strike, work stoppage or other interruption of work.

9.4 Lockout.

The employer agrees not to lockout any individual during the term of this Agreement, for any reason except for purposes of discipline, which shall then be subject to Article 7, Grievance Procedure.

9.5 Violation, Interpretation or Application.

A violation of this Article or any disagreement as to the interpretation or

application of this Article may immediately be subject to Step 2 of the grievance procedures as described in Article 8 of this collective Bargaining Agreement or may be pursued in an action before the Superior Court of the State of Washington.

ARTICLE 10 – PERSONNEL RECORDS

The County and Union recognize that effective management requires the maintenance of records regarding an employee's career development. These records shall accompany an employee through succeeding management administrations. To ensure that the doctrine of fairness is applied with respect to these records, the following procedure will be adhered to:

- A. Whenever any paper is entered into an employee's personnel file, a copy of same shall be provided to the employee.
- B. In the case of any paper which reflects unfavorably upon an employee, the employee shall be allowed an opportunity to respond to the content of the paper, in writing, and the employee response shall be included in the personnel file.
- C. Each employee shall be allowed access to his personnel file for review of its contents at reasonable times and upon reasonable notice.
- D. The Sheriff shall ensure that only persons with a legitimate reason for access, and the employee, have access to the employee's personnel file. The confidentiality of personnel records is acknowledged.

ARTICLE 11 – HOURS OF WORK, OVERTIME

11.1 Hours of Work and Shift.

- A. Sergeants. The normal workweek shall consist of five (5) consecutive eight-hour days with two (2) consecutive days off, or four (4) consecutive ten-hour days with three (3) consecutive days off, with the determination of assignment by the Sheriff or his designee.

Employees whose duties do not require continued availability for emergency response shall take an unpaid meal. Employees who must remain subject to emergency call may take a paid thirty (30) minute meal period and two (2) fifteen (15) minute rest periods to be scheduled per past practice.

Regularly scheduled work weeks which require split workdays, split work shifts, a split workweek, or other alternative work schedules and/or work shifts may be utilized by mutual agreement of the Sheriff's designee and the affected employee.

Any change in an employee's scheduled days of work, or days off, will require a minimum of seven (7) days' notice, unless mutually agreed to; provided however that the Sheriff or designee may change any sergeant to and from day shift/Monday through Friday hours without additional cost or penalty under this Agreement for reasons related to paid administrative leave and sergeant availability while on such leave, or to work offered as an accommodation or as L & I light duty. For purposes of training, approval of a sergeant request may be conditioned on a change to day shift hours for days that coincide with the training and travel without seven (7) days' notice. Unless permitted by this Agreement or mutually agreed, mandated changes of less than seven (7) days' notice shall result in wage compensation for the hours worked outside of the employee's regularly scheduled shift at the overtime rate instead of the straight time rate. The Sheriff may vary starting and ending times on a previously scheduled workday by mutual agreement of deputies and supervisors to accommodate the needs of fellow employees and/or the Sheriff's Office.

At any time an employee and supervisor may agree to change the employee's scheduled hours from a 4-10 to 5-8 work week to accommodate scheduling needs and court requirements.

- B. FLSA Salaried Exempt Command Officers. The Sheriff may designate certain Command Officers superior to sergeants as FLSA salaried exempt employees whose work shall be scheduled and accomplished in a manner consistent with the FLSA exempt and salaried status of their job classification. The hours of work and overtime provisions of this Article (sections 11.2 through 11.8) do not apply to such Command Officers. Such Command Officers shall not be entitled to payment for call-back, stand-by, shift differential or any other premiums or incentives.

11.2 Overtime.

- A. Sergeants. Wages shall be paid at the overtime rate as required by the Fair Labor Standards Act and Washington law. As a general rule, any work performed in excess of forty (40) hours per week shall be paid at the rate of time and one half (1-1/2) the regular rate of pay, or paid in the form of compensatory time off in accordance with the compensatory time provisions of this article. All overtime shall be authorized by the employee's supervisor and approved by the Sheriff's designee.

Notwithstanding the foregoing, hours worked in responding to emergency call-outs from an off-duty status shall be paid at the overtime rate of pay; any deviation from a sergeant's regular and scheduled shift hours directed by a supervisor shall be paid at the overtime rate; and, all self-initiated time worked related to police community caretaker, public safety and

priority enforcement actions shall be paid at the overtime rate.¹

- B. Command Officers. Command Officers are salaried, FLSA exempt and are not compensated for overtime.

11.3 Compensatory Time.

Employees may elect to accrue compensatory time in lieu of payment at the overtime rate of one and one-half hours for each overtime hour worked up to eighty (80) hours which accrual shall be at the overtime rate. Once an employee makes this election the time accrued may thereafter be taken as compensatory time off or the value shall be contributed to the employee's HRA as hereinafter specified and shall not be available for cash payment. The County shall contribute the value of the employee's compensatory time if any such accrual exists on December 31st in 2014 and each year thereafter into the employee's HRA account. As provided by law, compensatory time value shall not be available to employees as a cash payment.

Use of compensatory time off shall be by mutual agreement with the Division Head and may be utilized in increments of one (1) hour. It shall be taken at times which do not cause disruption, hardship, or otherwise avoidable overtime expense. The scheduling of compensatory time off shall be made by the mutual agreement of the employee and his/her immediate supervisor and a denial shall not be grievable. In the event the Employee and the Division Head cannot reach mutual agreement on the use of compensatory time and the employee does not accept denial and invokes the FLSA claiming an entitlement to use of comp time on a particular day, the Sheriff may cash out accrued comp time at the current rate of pay by payment of the full cash value as a contribution into the employee's HRA account.

Compensatory time earned and accrued prior to January 1, 2014 shall be available to be paid to the employee at the December, 2013 rate of pay at any time prior to June 30, 2014. Thereafter the value of the compensatory time balances may be applied only as described in this Article. Compensatory time earned after December 31, 2013 shall be subject to the terms of this compensatory time Article and unavailable as cash.

11.4 Flex-Time.

With the mutual agreement of an employee and his/her immediate supervisor, an

¹ *BARGAINING NOTE: The parties have agreed to the foregoing FLSA 40 hour workweek language as a trial in order to evaluate it during the negotiation of the successor agreement. In the event a dispute arises concerning the language and overtime threshold in the successor agreement, neither side may claim the benefit of the status quo and associate a burden of persuasion of the mediator or arbitrator of need to change the language or return to the prior contract language.*

employee who works overtime may adjust scheduled shift hours remaining within the workweek and not receive overtime payments for the hours worked beyond the regular shift. The adjustment of shifts due to flex time will not obligate the employer to additional compensation in any form. For purposes of flex time administration and compensation the parties elect a rolling FLSA 7k twenty-eight (28) day work period. If work time is flexed it shall be flexed within the workweek in which the overtime is worked or the following workweek, and not otherwise, and shall be scheduled and approved by a supervisor within seventy-two (72) hours of the end of shift when the overtime is worked, and the flex time (overtime worked and flexed off) and approval of the time off shall be noted and initialed by the employee and supervisor on the payroll worksheet.

11.5 Shift Trades.

Employees in the same classification may trade shifts subject to the advance written approval of the affected supervisors(s). Trades are at the sole option of the employees who shall be solely responsible to reciprocate the trade. The County shall not record hours worked on a trade; both employees records of hours of work shall be maintained as if each employee worked the regular hours assigned, and shall be paid accordingly. Employees performing work during a shift trade shall not be paid overtime unless the employee is required to perform duties beyond the work shift.

11.6 On-Call.

On-call designations shall be made for specific increments of time with beginning and ending times. Employees must be designated to be on-call by the Sheriff or his designee and shall be paid as follows:

On-call time on a workday for the off duty hours spent on-call shall be compensated by payment of one (1) hour's pay at the straight time rate; three (3) hours of straight time wage shall be paid for remaining in on-call status on a scheduled day off; on-call time on a paid County holiday shall be paid as five (5) hours of straight time wage.

"On-call" means that the employee is specifically designated and directed to be in an on-call status by the Sheriff or his designee. An employee in an on-call status must remain fit for duty response and available to respond promptly from any location within Clallam County. Employees in on-call status must remain in the County and be available for contact by pager, cell phone, and/or a radio. Requirement to carry a cell phone, pager or radio and respond to calls is not "on-call" status when the above restrictions are applicable. A Sergeant in on-call status may be directed to use an assigned patrol vehicle for the convenience of the County during periods of on-call status.

Unless specifically directed by the division head, Employees are not expected to meet the restrictions of on-call status during off-duty hours, except to be available by pager and to respond by telephone.

11.7 Stand-by.

When an employee is required to stand-by the office, home, or a remote location and remain available for immediate activation to duty response under circumstances which preclude the employee from engaging in ordinary activities and personal pursuits, the time spent shall be compensated at the appropriate rate.

11.8 Workweek Variance at Shift Rotation.

During the seven (7) days prior and subsequent to the shift rotation date, the restrictions of the work week and work shift paragraphs of this Article shall not apply. Each employee shall receive four (4) days off during the shift rotation period. Overtime shall be paid for hours worked in excess of the consecutive hours of the work shift, or eighty (80) hours of the two (2) week period. The provision of this section may be utilized up to four (4) times per calendar year. This Article shall not be used solely to prevent the payment of overtime for special event or operations.

11.9 Phone Calls

The Parties recognize that Sergeants are, as a part of their regular assignments, responsible for intermittent phone calls during off-duty time. As a means of complying with the applicable federal and state law regarding payment for all off-duty phone calls, while off duty each Sergeant shall be compensated at time-and-one-half for each call that exceeds seven (7) minutes at the rate of fifteen (15) minutes at time-and-one-half. If the call exceeds twenty-two (22) minutes, each Sergeant shall be compensated for thirty (30) minutes at time-and-one-half and likewise for each received call.

ARTICLE 12 – EMPLOYEE BENEFITS

12.1 Holidays.

- A. Employees who regularly work patrol on holidays may elect to receive credit for 140 hours of floating holidays. An employee may receive 44 hours of floating holidays to be used or lost within the calendar year. Such employee shall be paid in the November payroll at the current rate of compensation.
- B. An employee may elect to receive credit for 96 hours of floating holidays in lieu of the amount paid under subparagraph A above, if as of January 1 the employee's current vacation balance plus the next year's vacation accrual totals less than 400 hours. This election must be made in writing on or before January 15 of the year; any employee who fails to elect shall be compensated as described above. If an election is made, floating holiday hours shall be scheduled on or before August 1 of each year, to be taken at some point during the year by mutual agreement with the employee and

County based on operational need. In the event a holiday balance remains as of December 31, then that employee's holiday balance shall be increased on January 1 of the subsequent year to a total of 120 hours, and as a result, the next year's entitlement shall be reduced by the number of hours not used in the prior year. In the event an employee terminates employment during the year, prorated holiday shall be paid upon termination based on 8 holiday hours per month computed as of the last day of employment.

12.2 Recognized Holidays.

All employees who work a special assignment as defined and directed by the Sheriff, court detail, or who are not required to regularly work calendar holidays shall be granted time off with pay to observe the following holidays:

| <u>Event</u> | <u>Date Observed*</u> |
|--------------------------------|---------------------------|
| New Year's Day | January 1 |
| Martin Luther King's Birthday | 3rd Monday in January |
| Presidents' Day | 3rd Monday in February |
| Memorial Day | Last Monday of May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veterans Day | November 11 |
| Thanksgiving Day | 4th Thursday in November |
| Day following Thanksgiving Day | 4th Friday in November |
| Christmas Day | December 25 |
| Four (4) Floating Holidays | Employee's Option |

When one of the holidays provided for in this Article 11.2 falls on a Saturday, the preceding Friday shall be observed, and when one of the holidays falls on a Sunday, those employees shall observe the holiday on the following Monday.

In the event of a call back, an employee who is scheduled to take fixed holidays off will be paid in addition to holiday pay time and a half for hours worked on that holiday (or, a total of 2.5 times the hourly rate). In lieu of the holiday pay (straight time) such an employee may elect to take a day off within 30 days of the holiday. Call-back pay shall not apply.

12.3 Floating Holidays.

Time off for a floating holiday shall be selected at the option of the employee with at least one week's prior notice and may be granted, approved or disallowed case by case by the shift supervisor based on operational need. Floating holidays shall be taken in the same increments as vacation, provided however that a holiday hours balance of less than an entire shift may be used in any amount of hours to extend any approved vacation or other authorized time off.

12.4 Vacations.

Vacations shall be allowed with pay to each employee as follows:

| <u>Months of County Service</u> | <u>Earned Working Hours Per Month</u> |
|---------------------------------|---------------------------------------|
| 0 through 48 | 8 |
| 49 through 108 | 10 |
| 109 through 168 | 12 |
| 169 through 204 | 14 |
| Over 204 | 16.666 |

- A. Employees shall request their vacation time by the end of March of each year, and if in the opinion of the supervisor too many employees request the same time, seniority shall prevail. Seniority for vacation selection shall mean the adjusted date of hire in the classified service in the classification currently held by the employee. Any requests received by the shift supervisor, after the last day of March will be approved on a first-come, first-serve basis. For part-time employees who accrue benefits, seniority shall be prorated based on hours worked.
- B. Vacation time shall be by mutual agreement between the employee and the supervisor. Vacations may be taken at any time during the year, with operational requirements being the determining factor. Employees may split their vacation into as many parts as is mutually agreed to between the employee and supervisor. In the event scheduled vacation is canceled during the last calendar quarter due to operational need which causes the employee's balance to exceed the maximum on December 31, the employee shall have the opportunity to use the excess balance during the first calendar quarter of the subsequent year.
- C. The vacation leave cap shall be 480 hours in order to match the allowance in County personnel policy which applies to non-represented exempt employees; provided, however, that in no event shall the County pay value for such hours except as stated in this collective bargaining agreement.

Upon separation from employment, an employee may elect to:

1. take vacation accrual in excess of four hundred hours (e.g.: up to an additional eighty (80) hours) as vacation leave with pay ending on the last day of employment;
2. receive the full value of the employee's vacation balance as part of final month compensation up to and not in excess of four hundred (400) hours;
3. direct payment of such amount into one or more of the retirement plans as permitted by law and the retirement plan terms;

4. apply accrued vacation up to four hundred (400) hours as vacation leave with such paid leave ending on the employee's last day of employment;
 5. and/or any combination of the foregoing which does not result in an increased County cost or employee benefit.
- D. New employees will receive vacation credit from the date of hire, will begin to accrue vacation, and will become eligible to take vacation only upon approved and satisfactory completion of the police academy and the FTO program, provided that in extraordinary circumstances approved by the Sheriff as warranting an exception in the Sheriff's discretion case by case and on a non-precedent setting basis, vacation use may be approved at any time. Vacation accruals earned during an employee's probationary period shall have no cash value and shall not be subject to payment of any value upon termination following failure to satisfactorily complete probation during the initial probation period and any extension thereof.
- E. In the event of employee death, the County shall pay the full value of the deceased employee's vacation balance in the manner hereinafter provided pertaining to sick leave.

12.5 Sick Leave.

A. Accrual and Use.

Sick leave benefits shall be accrued and taken in accordance with the County practice as set forth in the Personnel Policies and Procedures and in Initiative 1433 (including applicable RCWs and WACs). Sick leave is intended for use when for permissible reasons an employee is unable to attend work. Misuse or abuse of the benefit may be deemed theft or misrepresentation and shall constitute cause sufficient for appropriate discipline. Sick leave is not a benefit which may be used by the employee as paid time off (that is, as a vacation benefit), paid as cash except as explicitly provided for in this Agreement, or regarded as a benefit that the employee is entitled to use for any purpose not described as a proper use of sick leave.

Employees are expected to attend work reliably and regularly, and the ability to do so is an essential job qualification and function.

B. Reports and Verification.

Deputies shall report illness or injury to the immediate supervisor or the Undersheriff for Administration. Verification by the health care provider and a second opinion shall be obtained in accordance with the County's Personnel Policies and Procedures.

C. Sick Leave Cash Out.

County sick leave cash out policies shall not apply to any bargaining unit employee. In lieu thereof, the following shall control:

1. Upon line-of-duty death, the County will pay the value of the employee's sick leave bank, as appropriate, (a) to the employee's spouse, dependent or next-of-kin identified in an election form on file with the County Human Resources Department; or (b) to the employee's estate. Upon claim closure and award of a job related disability, or in the event an employee's off-duty injury or serious health condition which is medically determined to be a job disqualifying disability by the County based on proper medical opinion under FMLA certification standards, the County shall pay the value of the employee's sick leave bank (computed as hours accrued times (x) the employee's base wage rate) as a contribution to the employee's Section 457 Plan.
2. In the event an employee retires with fifteen (15) or more years of service having attained age 53, the County will contribute to the employee's Section 401(a) or 457 retirement account established under Article 13.6 of this Agreement, an amount computed as follows:
 - a) With fifteen (15) years of Clallam County Sheriff's Office service, the value of one (1) hour for every four (4) hours of sick leave accrual valued at the employee's regular rate of pay as defined for FLSA purposes, up to and not in excess of the value of four hundred and eighty (480) hours of pay;
 - b) With twenty (20) years of Clallam County Sheriff's Office service, the value of one (1) hour for every three (3) hours of sick leave accrual valued at the employee's regular rate of pay as defined for FLSA purposes, up to and not in excess of the value of four hundred and eighty (480) hours of pay;
 - c) With twenty-five (25) years of Clallam County Sheriff's Office service, the value of one (1) hour for every two (2) hours of sick leave accrual valued at the employee's regular rate of pay as defined for FLSA purposes, up to and not in excess of the value of four hundred and eighty (480) hours of pay.
 - d) An employee who does not meet the three criteria in subparagraphs "a," "b," or "c" of this section, but was hired laterally as a police officer retiree and separates from Clallam County service as a retiree as defined in section "D" below, shall be entitled to sick leave buy-back computed based on ten percent (10%) of the value if other than as a vested LEOFF retiree at the time of separation, and twenty percent (20%) if separation is as a LEOFF retiree.

3. Sick leave will not be paid and is not available for cash payment, except for the legitimate use of sick leave as a short term disability benefit, other than as specified in this collective bargaining agreement.
4. References to “retirement” in this Article 12.5 related to sick leave buy-back mean that the employee has separated from County employment voluntarily for reasons other than termination imposed administratively or as discipline, and the employee is immediately eligible to collect retirement benefits from the Department of Retirement Systems and the LEOFF or PERS retirement plan(s) in which the employee is enrolled, regardless of the effective date or anticipated future effective date of the employee’s election to do so.

12.6 Family Leave.

The County shall provide family leave in accordance with the County’s policy which shall meet the requirements of law. FMLA leave shall run concurrently with workers’ compensation time loss, family leave provided by State law, sick leave, and paid time off taken in conjunction with FMLA eligibility.

12.7 Bereavement Leave.

In the event of the death of a family member recognized for family leave purposes under FMLA and Article 12.6 of this Agreement, an employee eligible under this Article shall, upon written request, be granted up to three (3) working days leave of absence with pay to make household arrangements and to arrange for and attend the funeral. Employees may request additional leave if necessary to extend this three (3) day period. All such additional leave shall be charged to accrued vacation and accumulated comp time; or to leave without pay in the event the employee has no accruals available to draw from.

12.8 Uniform Allowance.

At the time of employment, full-time employees in the classification of Deputy Sheriff will be issued, at County expense, the uniform/equipment items for the positions they occupy, as set forth in Sheriff’s Policy and Procedure, Chapter 4. Thereafter, the County will replace the uniform and equipment items, at County expense, as needed to maintain the uniform in serviceable condition. The brand, model, style, color, quantity and vendor of all uniform and equipment shall be approved at the discretion of the Sheriff.

A. Maintenance and Ownership.

The employee agrees to maintain and keep in good condition and repair, all parts of the uniform, and will have available for inspection on due notice, his complete uniform. All purchases shall be through his office’s

established procedures. All uniform and equipment articles purchased by the County will be the property of the County and will be returned upon request.

B. Use of Personal Equipment.

An employee, while on duty, may utilize personally owned equipment items, including weapons, when approved by the Sheriff. Employees will be provided repair and/or reimbursement of those items when lost or damaged in the line of duty.

C. Cleaning.

Uniform Items (trouser or shirt) may be dry cleaned at County expense as needed up to 100 item cleanings per year, per employee. Dry clean only coats or other uniform items may be dry cleaned at County expense twice (2 cleanings) per year.

D. Plain Clothes Allowance.

Employees who are assigned to regular non-uniformed positions for a period of longer than six (6) months shall receive an initial clothing allowance of one thousand dollars (\$1000), and thereafter on the twelve (12) month anniversary of appointment to a continuing non-uniformed position, the employee shall receive a clothing allowance of five hundred dollars (\$500). Employees are expected to use the clothing allowance funds to purchase clothing and shall be solely responsible to wear proper attire as determined by the Sheriff, while on duty. Excluding wear and tear, line of duty damage to detective plain clothes will result in repair or like kind replacement by the County unless the sergeant sues and recovers from a perpetrator or restitution is paid by a defendant. Items of plain clothes are paid for with after tax dollars, and this allowance is paid subject to income tax withholding as a taxable benefit. Amounts paid under this subsection related to plain clothes allowance shall be reduced and adjusted in the case of a sergeant promoted from a deputy position assignment as a detective; in such cases the immediately preceding plain clothes allowance payment shall be the base anniversary date from which sergeant allowance shall be pro-rated and paid. The initial \$1000 entitlement shall not be paid more than once during consecutive months of a detective assignment.

12.9 Health and Welfare Coverage.

- A. During the life of this Agreement, the County will provide health care insurance for employees and their dependents who meet hours of eligibility as specified in Article 2 and in the Teamster Trust. Employees shall be eligible for benefits under this Article 12 during the month following any month in which the sum of the employee's hours worked,

paid time off and authorized time off is eighty (80) hours or more, and coverage commences the first month following the first payroll deduction of the employee paid amount of premium and for which eligibility is established by this Agreement and the WTWT subscription agreement. Lump sum payments made upon termination of employment are not payments which result in eligibility in the next month.

During the life of this Agreement, the County shall provide the Teamster HMO Group Health Plan or the Teamsters Medical Benefits described in pertinent documents of the Washington Teamster Trust, as specified below:

TEAMSTER TRUST MEDICAL BENEFIT PLAN:

- Teamsters Medical Plan C
- Washington Teamsters Dental Plan B
- Teamsters Vision Care Trust
- Teamsters Plan A Life and AD&D

Effective July 1, 2018, the County will pay one thousand sixty-five dollars (\$1065.00) as a new employer cap towards the benefits described above. Any increases to the cost of the benefit plans above the new cap shall be shared equally (50/50) by the County and employees. Employees will pay the balance through the County's reduction of the amount of contribution specified in section (F) of this Article relating to Health Reimbursement Account.

The bargaining unit may reopen this Article periodically to change the specified Teamster medical benefit plans provided to the group to different selection of plans, provided that the change occurs at a time and in a manner which is permissible under Teamster Trust guidelines and the County's participation agreement, provided that, if the cost of such selection exceeds the cost of the plans identified above, 100% of such excess cost shall be paid by the employee. In the course of such bargaining, the parties may also bargain concerning the increase or reduction in the amount of contribution made by the County to the employees' HRA accounts in order to equalize the health and welfare benefits provided and related costs assumed by the County for bargaining unit employees.

- B. Life Insurance. The bargaining unit may elect Teamster Plan A Life and AD&D insurance according to membership wishes through the Teamsters Trust. If any other or additional life insurance benefit is elected, premiums shall be paid 100% by the employee through payroll deduction.

- C. Long-Term Disability Protection. The bargaining unit may elect LTD coverage, which shall be paid for by employees by payroll deduction.
- D. Wellness. The County will provide financial contribution of up to \$200 based on the wellness program agreement toward employee programs and activities designed to promote wellness and health which have been recommended for approval by the Medical Benefit Board.
- E. 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.
- F. Health Reimbursement Account. During January of each year of the term of this Agreement, and not thereafter unless otherwise agreed in writing, the County shall contribute the first of twelve (12) equal monthly HRA contributions which shall be made during the year for the benefit of employees. Effective July 1, 2018, the monthly HRA contribution shall be two hundred twenty-five dollars and fifty-cents (\$225.50) subject to

Application of the reduction(s) specified in the foregoing Article 12.9(A) relating the employees' responsibility for a portion of increases to premium. Effective July 1, 2019 the County shall increase its contribution by twenty-five dollars (\$25.00). The County HRA plan document shall be owned by the employee. The amounts paid by the County to an employee's HRA described in this Article 12.9 (F) shall be in addition to other amounts described in separate articles and sections of this Agreement.

12.10 Retirement.

The County shall provide the employees whatever employer retirement benefits that are required to be made by statute.

12.11 Jury Duty.

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 work for such jury duty, shall be paid his regular compensation minus any compensation received from jury duty. The employee must provide documentation to the County of the amount of compensation received for jury duty.

12.12 Meal Allowances.

The County will reimburse meals in accordance with County policy.

12.13 Hold Harmless.

A. False Arrest Insurance.

The County agrees to provide adequate Deputy law enforcement officers' liability coverage through the use of commercial insurance and/or self-insurance.

B. Legal Representation.

The employer shall provide legal representation of an employee who is sued where such litigation arose because such employee in good faith exercised any authority arising out of the scope and duty of his/her commission as a Clallam County Sheriff's Deputy and within the course and scope of employment. Private counsel may also be retained by the employee at the employee's expense, provided that the employee retains the duty to cooperate fully in the defense of any claim. In the event a verdict or judgment shall be in favor of the third party, the County shall indemnify and hold the employee harmless from such judgment if the judgment is based on acts done by the employee in good faith in the line of duty or in good faith compliance with any order of a superior officer, even though such order may be held invalid by a civil court.

C. Meaning of Hold Harmless Article.

This Article regarding "Hold Harmless" shall be construed in a fashion which is consistent with all of the terms of Clallam County Code Chapter 3.34, including exclusions set forth in Clallam County Code Chapter 3.34.030.

12.14 Take Home Vehicles.

Employees may be assigned a take home vehicle by the Sheriff for the convenience of the County in providing responsive law enforcement service. Patrol and detective vehicles will be emergency response vehicles as defined in the Internal Revenue Code. Deputies who take a County car home are expected to answer a page or call and to respond to emergencies from home when asked to do so. The take home car is not compensation, its use and assignment is subject to control of the Sheriff, and its use under these circumstances is not a taxable benefit.

ARTICLE 13 – COMPENSATION

13.1 Wages.

The Patrol Sergeant top step base wage without longevity stated in the Appendix A six step plan shall be maintained as at least one hundred fifteen percent (115%) of the top step Patrol Deputy base wage without longevity or any other premium

or incentive.

In any year for which the Patrol Deputy wage level has not been determined prior to January 1 of that year, once the patrol deputy wage has been fixed by agreement or otherwise the County will determine any increase to which the Sergeants are entitled by reason of maintaining the differential required by this section and pay sergeants **retroactive** to January of the year or the effective date of the patrol deputy increase, whichever is later to occur.

If ever a patrol deputy wage agreement includes non-base wage monetary and/or other benefits which reduce or increase the FTE regular recurring cost of a patrol deputy (which in the case of insurance costs shall be measured *exclusively* by the County cap amount), the County and the Patrol Sergeants may elect to reopen this Agreement and bargain concerning changes to be made in order to appropriately maintain the compensation wage gap requirement of this Agreement. Any changes shall be bargained on the basis of achieving a package agreement with an FTE cost increase for Sergeants that equates on a regular and recurring FTE basis with the total FTE cost of compensation represented in the settled patrol deputy agreement (with the insurance benefit cost component restricted to cap dollars only). In this event the **retroactive** payment referred to above shall be deferred until bargaining has occurred.

In the event a wage **retroactive** payment is made, the base wage increase percentage shall be applied to the year to date gross pay received by the Sergeant which payment shall be paid subject to all withholding then in effect. The retroactive payments referred to shall be made only to those employed by the County on the date the retroactivity payment is made; former employees separated from County service shall not be entitled to a retroactivity adjustment established by this Article.

13.2 Step Placement.

The County shall implement the following step administration plan for those positions and salaries enumerated under the County's wage and classification plan.

- A. The step increases shall be based solely upon performance and shall not be granted unless supported by satisfactory employee evaluations. Evaluations of employees shall be conducted at least annually and shall be used as a factor in justifying annual step increases.
- B. Assignment to a step in the Sergeant range of the six-step pay plan of an employee promoted from another classification of Clallam County employment shall be a minimum of five percent (5%) increase above the wage of the lower classification.
- C. An employee shall be eligible for promotion into the next highest step twelve (12) months after the initial hiring date and twelve (12) months

after the preceding promotion. All in-house step advancements within the Department would go to the next highest step within the new salary range nearest to five percent (5%) in the event of advancement due to promotion.

13.3 Section 401(a) Plan Match.

The County shall match into a 401(a) Plan elected by the employee two percent (2%) of base salary provided the employee contributes a like amount into an IRC 457 or 401(a) match and save plan.

13.4 West End Premium.

Sergeants assigned and required to reside west of the north-south line at the west end of Lake Crescent shall be compensated \$100 per month as a component of salary.

13.5 Call-Back.

- A. Employees called back to work shall be credited with actual time worked.
- B. Such employees shall be compensated under Article 11.1A for a minimum of two (2) hours if the callback is more than two (2) hours prior to the start of the next scheduled shift, or after the end of a scheduled shift on an assigned work day, or for court.
- C. Employees called out to perform duty on a non-work day except for court, or on an observed holiday that is a scheduled day off, be compensated for a minimum of three (3) hours.
- D. Employees called out to perform duty on a vacation day shall be compensated under Article 11.1 for a minimum of four (4) hours.

13.6 Spanish Bilingual Incentive Pay

All patrol sergeants who are bilingual Spanish-proficient shall have added to their base pay one percent (1%). Proficiency shall be determined by satisfactorily passing a test selected by the County. The employee shall pay the test fee. Retaking the test is limited to once every six (6) months. Employees must be recertified to retain the one percent (1%) bilingual incentive pay by successfully passing the test once every three (3) years. The County will pay the test fee for recertification.

13.7 Educational Incentives

13.7.1 An employee who has attained or possesses an AA/AS degree from an

accredited college or university shall receive a monthly educational incentive equivalent to one percent (1%) of the employee's applicable base wage.

13.7.1 An employee who has attained or possesses a BA/BS degree from an accredited college or university shall receive a monthly incentive equivalent to three percent (3%) of the employee's applicable base wage.

ARTICLE 14 – DRUG & ALCOHOL POLICY

14.1 Policy.

The County considers its employees its most valuable asset; the Union and the County share concern for the safety, health and well-being of employees and, based on this concern, agree to a drug and alcohol policy, the terms of which are set forth in this Article and the Clallam County Drug and Alcohol Policy and Procedures, which have been bargained and which by this reference are incorporated as if fully set forth herein. Any subject under the policies which is a mandatory subject of bargaining shall not be changed unless the change is bargained.

14.2 Time Spent in Testing is Hours Worked.

The County may require the employee to submit to recognized drug or alcohol test procedures pursuant to the County's drug and alcohol policy. The costs for time spent in testing and the costs of such testing shall be borne by the County. All employee cooperation with the policy shall be work time.

14.3 Time Spent After Refusal is Not Hours Worked.

Any employee refusing to submit to a drug or alcohol test shall be taken off the clock effective with the time of the County's request. Refusal of any employee to fully cooperate with and submit to take a drug or alcohol test upon request in accordance with County policy shall be deemed as a basis for discharge.

14.4 Leave Without Pay for Treatment.

If testing should reveal that an employee has used controlled substances or alcohol and the employer believes that appropriate discipline would include a program of treatment and that the health, safety or efficiency of the employee, other employees or the public might be at risk if the employee is permitted to continue to work at his position, in such case the employer may place the employee on leave until the employee has successfully completed the terms and conditions of the Agreement to Participate in a Rehabilitation Treatment Program, DA Form 12.

14.5 Selection of Testing Labs.

The County shall initially select reputable facilities for base testing and

confirmatory testing at County expense. The facility for confirmatory testing must meet all standards set by the U.S. Department of Health and Services for laboratory performance and must employ certified medical technologists and technicians. The Union will be provided with the testing facilities names, addresses and credentials if requested. The Union retains the right to demand a change in test procedure or test facility based on reliable information that disproves the accuracy or quality of either. The Union also retains the right to request a change in test procedure or test facility if a reasonable and superior alternative to either becomes available.

14.6 Searches for Drugs and Alcohol.

Employees have no expectation to be free from search of a County vehicle, locker, desk or contents of other similar Department controlled spaces. A search of areas used exclusively by an employee (when directed at or against an employee due to suspicion of a violation of this policy) shall be based on reasonable belief that the employee possesses any controlled substance. Such a search shall be approved by the department head or his designee with advice from the Director of Personnel and Risk Management, and, if possible, notice to the employee and an opportunity to be present shall be given. This Article 14.6 shall not be construed as reducing the prerogatives of the County and the Sheriff to conduct an administrative search unrelated to drug and alcohol purposes in accordance with established law.

ARTICLE 15 – FUTURE NEGOTIATIONS

15.1 Proposed Amendments to Agreement.

Negotiations on proposed amendments to this Agreement may be initiated at any time by mutual agreement of the County and the Union. Any renewed negotiations shall be restricted to the subjects agreed upon in advance in writing and shall not, therefore, open all subjects to negotiations.

15.2 County Financial Crisis.

In the event Clallam County government experiences a financial crisis, the Union agrees to meet with the County, upon written notice, to discuss budgeting options for consideration of reopening this Agreement.

ARTICLE 16 – SHERIFF’S POLICY AND PROCEDURES

The Union and County shall refer to the Sheriff’s Department Policies and Procedures and Clallam County Uniform Personnel Policies and Procedures to resolve matters not covered by this Agreement. Should the expressed terms of this Agreement conflict with a County or Sheriff’s policy or procedure, this collective bargaining agreement shall control unless the terms hereof are or have become contrary to law (in which event the unlawful term shall be considered of no effect).

ARTICLE 17 – SEVERABILITY AND SUPERIORITY

In the event that any portion of this Agreement is ruled invalid, the remainder of the Agreement or its application to any other party, person, or circumstances shall not be affected. If any portion is ruled invalid, the Union and County shall meet and expeditiously proceed to negotiate a replacement provision. Any provisions of this Agreement which contravene any federal or state law shall be invalid.

Date signed by Union: 7/5/18

Date signed by County: 6/19/18

CLALLAM COUNTY SHERIFF

Bill Benedict

Bill Benedict

THE WASHINGTON STATE COUNCIL
OF COUNTY AND CITY EMPLOYEES,
LOCAL 1619-S

CLALLAM COUNTY BOARD OF
COMMISSIONERS

John Keegan
John Keegan, Local 1619-S President

Mark Ozias
Mark Ozias, Chair

Pat Thompson
Pat Thompson, AFSCME Representative

Bill Peach
Bill Peach

APPROVED AS TO FORM:

Matthew Lynch
Matthew Lynch, Employment Counsel

Randy Johnson
Randy Johnson

ATTEST:

Loni Gores
Loni Gores
Clerk of the Board

APPENDICES A-D: PAY SCHEDULES

Not for contract language: Modify wage appendices to reflect increases of one percent (1%) effective January 1, 2019, an additional one percent (1%) effective July 1, 2019, and an additional one percent (1%) effective January 1, 2020.

The Sergeants' 2018 pay schedule has been determined based on the terms of this Agreement as follows:

| 2017+1% | STEP | HOURLY | MONTHLY (40 HOURS) |
|-----------------------------------|-------------|---------------|---------------------------|
| Entry | A | 34.146 | 5941.44 |
| 1 Year | B | 36.043 | 6271.52 |
| 2 Years | C | 37.940 | 6601.60 |
| After 5 Years | D | 39.078 | 6799.65 |
| After 10 Years | E | 40.217 | 6997.70 |
| After 15 Years (as a Sergeant) | F | 41.355 | 7195.74 |

Step A

(90% of C)

Step B

(95% of C)

Step C

(115% of deputy sheriff top step)

- Steps A through C are at one-year intervals effective on the first day of the classification anniversary month.
- Wages established for the sergeant classification are in lieu of any and all incentives, premiums or assignment differentials such as K-9, Scuba, SAR, FTO, Educational, Detective, DARE, SRO, or Shift Differential.
- After five (5) years of employment in the sergeant classification, a sergeant shall be paid three percent (3%) longevity. After ten (10) years of employment in the sergeant classification, a sergeant shall be paid a total of six percent (6%) longevity, not compounded. After fifteen years of employment in the sergeant classification, a sergeant shall be paid a total of nine percent (9%) longevity not compounded.

APPENDIX B

| I-1-19 AFSCME - 1619S | | | |
|------------------------------|-------------|---------------|---------------------------|
| PAY SCHEDULE | | | |
| 7-1-17+1% | | | |
| | STEP | HOURLY | MONTHLY (40 HOURS) |
| Entry | A | 34.488 | 6000.85 |
| 1 Year | B | 36.404 | 6334.24 |
| 2 Years | C | 38.320 | 6667.62 |
| After 5 Years | D | 39.469 | 6867.65 |
| After 10 Years | E | 40.619 | 7067.67 |
| After 15 Years | F | 41.768 | 7267.70 |
| (as a Sergeant) | | | |

APPENDIX C

| 7-1-19 AFSCME - 1619S | | | |
|------------------------------|-------------|---------------|---------------------------|
| PAY SCHEDULE | | | |
| 1-1-19+1% | | | |
| | STEP | HOURLY | MONTHLY (40 HOURS) |
| Entry | A | 34.833 | 6060.86 |
| 1 Year | B | 36.768 | 6397.58 |
| 2 Years | C | 38.703 | 6734.29 |
| After 5 Years | D | 39.864 | 6936.32 |
| After 10 Years | E | 41.025 | 7138.35 |
| After 15 Years | F | 42.186 | 7340.38 |
| (as a Sergeant) | | | |

APPENDIX D

| I-1-20 AFSCME - 1619S | | | |
|------------------------------|-------------|---------------|---------------------------|
| PAY SCHEDULE | | | |
| 7-1-19+1% | | | |
| | STEP | HOURLY | MONTHLY (40 HOURS) |
| Entry | A | 35.181 | 6121.47 |
| 1 Year | B | 37.135 | 6461.55 |
| 2 Years | C | 39.090 | 6801.64 |
| After 5 Years | D | 40.263 | 7005.68 |
| After 10 Years | E | 41.435 | 7209.73 |
| After 15 Years | F | 42.608 | 7413.78 |
| (as a Sergeant) | | | |