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**Agreement**

**By and Between**

**Clallam County**

**and**

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

**For the Period**

**July 1, 2018 – June 30, 2020**

**SHERIFF'S CORRECTIONS DEPUTIES**

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## PREAMBLE

This AGREEMENT is made and entered into by and between CLALLAM COUNTY, hereinafter referred to as "County," and the Union of Washington State Council of County and City Employees, Local 1619-CD, hereinafter referred to as "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 County and its Corrections Deputy 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 as of 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. This Agreement shall take effect on July 1, 2018 or the first of the month following ratification and signature by the parties, whichever is later.

## ARTICLE 2 – RECOGNITION

### 2.1 Recognition.

The County recognizes the Sheriff's Corrections Deputies' Union of Clallam County as the sole and exclusive bargaining representative for all regularly employed Corrections Deputies in the classifications of Corrections Deputies and part-time Corrections Deputies, hereinafter referred to as "Employees."

Part-time employee employment is specifically referenced in Article 2.5 relating to *pro rata* benefits, Article 4.4 relating to seniority, and Article 11.15 relating to release time.

### 2.2 Newly Created Positions.

In the event, through Clallam County Civil Service Board and/or County action, duties of the existing job classifications are substantially altered so as to eliminate or substantially add to the essential job functions of the position, negotiations between the County and the Union shall commence but not necessarily be concluded prior to the establishment of salaries or filling of any positions so created or altered.

### 2.3 Exempt Positions.

The parties recognize that the positions of Sheriff, Undersheriff, Chief Deputy, Administrative Assistant, Operations 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.

#### 2.4 Excluded Positions.

Temporary, extra-help, contract, provisional, casual and seasonal employees shall be excluded from the bargaining unit and from coverage under the Teamster health and Welfare Trust. Work performed by persons in these positions shall not qualify them for health and welfare benefits under Article 12 of this Agreement until and unless the employee becomes a regular employee under the Civil Service Rules applicable to the Sheriff's Office. This Agreement shall have no application to reserve deputies, other Sheriff's employees not in this bargaining unit, or volunteers who may be utilized by the Sheriff periodically only to supplement the existing workforce.

#### 2.5 Benefits Pro Rata for Regular Part-time Employees.

Covered employees who are regularly scheduled to work less than 80 hours per month shall not receive insurance, holiday, vacation or sick leave benefits provided for in this Agreement. The parties shall reopen this Agreement to bargain concerning impacts in the event the Affordable Healthcare Act alters law and regulatory requirements of the *status quo* at the time this Agreement is negotiated, which is that part-time employees who work 80 or more hours per month shall receive holiday, vacation and sick leave benefits pro rata based upon the average hours worked per week in that month, and shall receive fully 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, sex, gender, gender identity, genetic information, sexual orientation, religion, mental or physical 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 31<sup>st</sup> 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 31<sup>st</sup> 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 4 will be terminated upon two (2) 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 4 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.

#### 4.4 Seniority.

As used in this Agreement, the term "seniority" as applied to benefit accruals shall mean time accumulated from the date of hire as a County employee. Seniority for bidding procedures shall mean the time accumulated from the date of hire as a classified employee in the classification

series for which one is appointed. Seniority for part-time employees shall be pro-rated based on hours worked.

## **ARTICLE 5 – UNION REPRESENTATION ACTIVITY**

### **5.1 Conducting Union Business.**

No 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 7 and 15 and Sheriff's Policy and Procedures Chapter 10. 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 Union 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 Human Resources 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.
- 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, workweek, 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.

## **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 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 pre-disciplinary 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 months of service free of counseling or discipline related 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 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 deputy's emotional state following the traumatic incident, and investigators will insure that formal interview statements or written reports from deputies directly involved in the use of deadly force are obtained at a time when the deputy concerned has confidence in his ability to process and recall. 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 particular situation, including whether the deputy is the subject of a criminal investigation, and whether the deputy 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 Administrative Personnel Policies. 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 identified in Article 2.1 of the Agreement.

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 their 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 to 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 Deputy of Corrections no later than thirty (30) working days from the date of the close of the informal meeting. The Chief Deputy of Corrections shall review the grievance documents to verify that the Union grievance states a proper grievance under this Agreement. As deemed necessary or appropriate, the grievance documents shall then be forwarded appropriately for thorough investigation by a person designated by the Chief Deputy of Corrections, or shall be investigated by the Chief Deputy. The Chief Deputy for Corrections shall review the investigation and shall hold a formal meeting with the employee and the union representative to review the facts, gather any additional supporting documents, and discuss the complaint and desired solution. The Chief Deputy shall ensure that the grievance file contains all relevant documentation and shall issue a statement of the issues and a decision. If the union is dissatisfied with the decision of the Chief Deputy for Corrections, the union may forward the grievance file to the Undersheriff within fifteen (15) working days of receipt of the grievance decision from the Chief Deputy. 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 Deputy of Corrections.

Step 2. If the employee feels the Undersheriff has not resolved the grievance, the employee may appeal to the Sheriff within ten (10) 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 their union representative, if requested, within ten (10) 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 ten (10) days of the Sheriff's decision, the Union may submit the matter to binding arbitration. After, the matter has been so submitted, the parties or representatives may agree upon an arbitrator, or may jointly request from FMCS or PERC 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) 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 appointed 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. The probation period for part-time employees will be computed based on regularly scheduled hours of work (2080 hours equals one (1) year).

#### 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 a labor organization, may file a grievance alleging that the County has violated specific rights afforded the labor 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.

## 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 employees 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. The obligations set forth in paragraph 9.1 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 employees shall not be entitled to any benefits or wages while the employees are engaged in a strike, work stoppage or other interruption of work.

### 9.4 Lockout.

The employer agrees not to lock out 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 Workweek.

It is intended that the normal workweek for fulltime employees shall be either five (5) consecutive days consisting of eight (8) consecutive hours per day with two days off, or four (4) consecutive days consisting of ten consecutive hours per day with three (3) days off, or such other shift configuration as the parties identify and agree. The workweek shall begin at the beginning of the employee's regularly scheduled shift after days off.

### 11.2 Shift.

A shift shall be that work scheduled during a workday, consisting of 8 or 10 consecutive hours depending on the workweek as defined above. The shift hours of work for employees required by the County to remain in the corrections facility or otherwise available for call during the meal period shall include a paid 30 minute meal period and be provided a meal from the standard menu (2 meals for those employees working a 12-hour shift). Employees who are not required to remain in the facility or available for call during a meal period shall receive an unpaid 30 minute or 1 hour meal period at the supervisor's discretion. The twelve hour shift shall, as permitted by operational requirements, include three 15 minute breaks; an 8 or 10 hour shift shall include two 15 minute breaks as permitted by operational requirements. An employee's bid shift is subject to change to administrative day shift when necessary or feasible in connection with a training assignment or paid administrative leave.

### 11.3 Overtime.

All overtime must be authorized in advance by the Sheriff or his designee, except in the cases of emergency. Payment for authorized overtime shall be at the rate of time and one-half the base hourly rate of pay.

Overtime shall be considered as time worked in excess of forty (40) hours in a work week and shall be determined, computed and paid in compliance with the Fair Labor Standards Act.<sup>1</sup>

Employees working a twelve-hour shift schedule shall receive overtime when working in excess of 171 hours in a 28 day period and the forty (40) hour FLSA threshold shall not apply. For purposes of overtime computation, parties elect the Section 7(k) exemption provided in the Fair Labor Standards Act.

Any deviation from a corrections deputy's regular and scheduled shift hours that extends a work shift for the County's benefit and is directed by a supervisor shall be paid at the FLSA overtime rate.

#### 11.4 Overtime Opportunities.

Overtime opportunities will be covered in the following order of priority: first, by allowing regular employees to volunteer and/or by assigning part-time employees; second, by assignment of provisional employees, if any, and if available and suitable for the assignment as determined solely by the County; and third, by mandatory overtime. In addition, the Corrections Division shall have the right to fill absences due to the FMLA; injury or illness of greater than two (2) weeks; or, other leaves of absence with a provisional employee for their duration.

County shall continue to use provisional and temporary employees as defined in the Civil Service rules. These employees are used due to the absence of an employee for a prolonged basis, for vacant positions which the County intends to fill, or for temporary positions such as seasonal, grants, and special projects.

Regular part-time employees may be assigned and scheduled by the County without regard to hours of work or shift or schedule restrictions set forth in this Agreement. Part-time Corrections Deputies shall be assigned hours of work in accordance with Department needs. Part-time employees shall work at least eighty (80) hours per month and shall receive holiday, vacation, and sick leave benefits and seniority and other benefits, including salary adjustments pro rata, based on the hours worked in that month, and shall receive health insurance benefits.

#### 11.5 Shift Bidding.

Corrections Deputies shall bid shift assignments for periods of four (4) months duration or such other regular rotation as may be adopted for the Corrections Division, using their classification seniority to determine placement. The County has the right to assign an employee to any other shift assignment based upon any legitimate operational or supervisory reason which is explained to the employee without that employee having access to their grievance procedures or other dispute resolution mechanism.

The employer shall post the following information when posting shift assignments for bidding:

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<sup>1</sup> *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.*

a) hours per shift; b) workdays; c) days off; and d) other criteria unique to the duty assignment.

Special assignments may be made in the Sheriff's discretion without regard to seniority. This schedule shall be posted prior to vacation bidding and not later than November 21<sup>st</sup> of each year.

#### 11.6 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 during December 2018 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 their 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.

#### 11.7 Flex-Time.

With the mutual agreement of an employee and their immediate supervisor, an 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.

#### 11.8 Shift Trades.

Employees in the same classification who have successfully completed FTO training and/or who have been released as qualified to work independently without direct supervision in a solo status may trade shifts with written approval from the affected shift supervisor(s) prior to the trade using a Sheriff's Office shift trade form.

Shift trades are not an entitlement and may be denied in the supervisor's discretion. Both employees' records of hours of work shall be maintained as if each 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.

Trades are at the sole option of the employees who shall be solely responsible to reciprocate the trade.

#### 11.9 Schedule Posting.

Schedules will be posted for periods of a minimum of one calendar month. Schedules shall be posted by the 20<sup>th</sup> day of the month prior to the start of each posting period.

#### 11.10 Changes to the Posted Schedule.

Except in emergencies as determined by the Sheriff or designee, an employee will be afforded the notice as stipulated in the previous section. An employee's shift may be altered by mutual agreement of an employee and the County to accommodate employee needs and/or the needs of the Sheriff's office.

#### 11.11 Workweek Variance at Shift Rotation.

For employees scheduled on eight (8) or ten (10) hour shifts, the following shall apply at shift rotation. During the seven days prior and subsequent to the shift rotation date, the restrictions of the workweek 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-week period.

#### 11.12 On-Call.

On-call designations shall be made for increments of twenty-four (24) hours beginning and ending at the start time of the employee's scheduled work shift. Employees who are designated to be on-call by the Sheriff or his designee 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 placed on an on-call status by the Sheriff or the Sheriff's 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 not applicable. On-call is paid in addition to the call back minimum stated in Article 13.

#### 11.13 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.

11.14 Part-time Employee Release Time.

A part-time employee shall not be scheduled or required to work more than twelve (12) consecutive hours. A part-time employee who works twelve (12) consecutive hours shall have at least ten (10) hours of time off between the ending time of that shift and the start time of the next shift worked.

**ARTICLE 12 – EMPLOYEE BENEFITS**

12.1 Corrections Deputies' Holidays.

- A. A Corrections Deputy who regularly works on holidays may elect to receive credit for 136 hours of floating holidays. A Corrections Deputy may receive forty (40) hours of floating holidays to be used or lost within the calendar year. Such Corrections Deputies shall be paid for ninety-six (96) hours in the November payroll at the current rate of compensation.
- B. A Corrections Deputy 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 Corrections Deputy'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 and taken in accordance with Article 12.3, recognizing that floating holidays are approved based on operational need and are scheduled in coordination with vacation requests, sick leave and other absences. 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 136 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.
- C. Special assignments may be designated as having either fixed or floating holidays. A Corrections Deputy in an assignment which has fixed holidays may be required to work on fixed holiday and be awarded an additional floating holiday in lieu of double time and a half specified in Article 12.2 when such mandate is made in order to enable vacation scheduling through the vacation bidding process provided for in Article 12.4.
- D. New employees shall accrue, but not receive holiday credit until completion of the Training Academy and the FTO Training program, or the satisfactory completion of probation, whichever occurs first. The employee shall receive prorated holiday for the rest of the year upon completion of the Training Academy and the FTO training program. Employees will be granted those holidays recognized by the Criminal Justice Training Commission (CJTC) as allowed under this contract while attending the training academy as time off with pay. The employee's holiday credit will be adjusted appropriately to reflect this. Notwithstanding the foregoing in this sub-paragraph, case-by-case the Sheriff or

designee may grant paid time off charged as holiday prior to such time as an individual becomes entitled to use the time off when the Sheriff or designee determines that to do so is in the interest of the Sheriff's Office and the employee.

12.2 Recognized Holidays.

All employees who are not required to regularly work calendar holidays shall be granted with pay those holidays assigned below:

| <u>Event</u>                   | <u>Date Observed</u>      |
|--------------------------------|---------------------------|
| New Year's Day                 | January 1                 |
| Martin Luther King's Birthday  | 3rd Monday in January     |
| President's 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 12.2 falls on a Saturday, the preceding Friday shall be observed. When one of the holidays falls on a Sunday, affected employees shall observe the holiday on the following Monday. Except as noted above, an employee who is scheduled to take fixed holidays will be paid double time and a half for hours worked on that holiday.

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, and may be used in any amount of hours to extend any approved vacation or other authorized time off. (Floating holiday may be combined with vacation to equate to a full shift when the holiday balance is insufficient to cover an entire shift.)

12.4 Vacations.

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

| Months of Service | Earned Working<br>Hours per Month |
|-------------------|-----------------------------------|
| 0 through 48      | 8                                 |
| 49 through 108    | 10                                |
| 109 through 168   | 12                                |

169 through 204  
Over 204

14  
16.66

- A. Priority Bids. Corrections Deputies covered by the Agreement may bid use of floating holidays and vacation for one period up to 15 consecutive workdays or three periods of up to five (5) consecutive workdays for the priority bid. In no event may compensatory time be charged in lieu of a floating holiday or vacation for any portion of a bid vacation/holiday leave. Priority bidding will occur during the month of December of each year. Bids shall be awarded based on seniority by shift. The priority bids will be awarded and the priority vacation schedule will be established on or before December 21. Once the priority bid schedule is established, it is not subject to cancellation except due to emergency declared by the Sheriff, in writing.

The County can assume no involvement in, nor responsibility for, individual or family travel plans and arrangements. However, the Sheriff will intervene in the event of emergency in an attempt to assist in obtaining refunds if necessary. Provided that the shift bid must be resolved before any vacation bid occurs.

- B. Non-Priority Reservations for Time Off. Employees may bid use of floating holidays and vacation for a second period up to the total number of floating holidays or vacation days that the employee will accrue that year, provided that no employee may take paid time off before it is earned and accrued. The second bid will occur prior to January 31<sup>st</sup>. Bids shall be awarded based on seniority by shift. Post first and secondary bid requests shall be approved on a timely basis, however shall be subject to operational needs. Time off bid after the first priority bid shall remain subject to approval and/or cancellation based on operational and staffing needs as these needs become apparent throughout the year. No non-priority reservation of vacation/holiday time off shall be deemed approved before the schedule is posted as described in Article 11.10 related to Schedule Posting. Employees may request additional time off on a first come first served basis.
- C. Vacation Time Off Scheduling. Vacation time shall be by mutual agreement between the employee and the Sheriff or his designee. 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 Sheriff. In the event scheduled vacation is canceled during the last calendar quarter due to operational needs 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.
- D. Accrual Cap. 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.

E. New Employee Accrual. 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 corrections 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. Case-by-case the Sheriff or designee may grant paid time off charged as vacation prior to such time as an individual becomes entitled to use the time off when the Sheriff or designee determines that to do so is in the interest of the Sheriff's Office and the employee.

G. Payment Upon Death. 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 (and 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.
2. 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 or 401(a) Plan.
3. In the event an employee retires with fifteen (15) or more years of service having attained age 55, 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 having attained age 55, 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 and having attained age 55, 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 and having attained age 55, 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 sub-paragraphs “a,” “b,” or “c” of this section, but was hired laterally as a retiree to be a corrections deputy and separates from Clallam County service as a retiree shall be entitled to sick leave buy-back computed based on ten percent (10%) of the value if other than as a vested PERS or PSERS retiree at the time of separation.
4. 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.
5. 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 Workers’ Compensation Supplement.

- A. A workers’ compensation supplement shall be paid in accordance with County policy.
- B. Each Corrections Deputy shall be credited with 240 hours of industrial injury leave to be used only in accordance with this paragraph. This leave may be used to supplement the difference between time loss payments through workers, compensation and the employee’s straight time base hourly wage (net after taxes) for qualifying injuries sustained as a direct result of an intentional act of aggression constituting an assault on a law enforcement employee who is

performing his or her official duties at the time of the assault, as determined by the Sheriff or his designee. This leave may be applied to cover the first three days of a qualifying absence if not covered by time loss payments. This credit and bank of leave shall be provided one time only for each employee and shall be non-accumulating non-renewable, nontransferable, and shall not be payable in any form or manner or considered as a credit for any other purpose at any time. This leave bank shall be extinguished and lost when or if an employee is no longer represented by this bargaining unit.

#### 12.9 Uniform Allowance.

At the time of employment, employees in uniformed positions 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 items 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. Dry clean only uniform items (trouser or shirts) 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 (two cleanings) per year.

#### 12.10 Health Insurance Coverage & Employee Welfare.

- 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. Hours worked in one month qualify an employee for insurance in the following month under the Teamster plan. 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

Effective July 1, 2018, the County shall contribute up to one thousand eighty-six dollars ninety-one cents (\$1086.91) as a new employer cap towards the medical plans identified above. If the County's contribution exceeds the cost of the above plans the difference shall be placed into a Health Reimbursement Account (HRA) to be established by the County. This account will be owned by the employee. Effective July 1, 2019, the new employer cap shall increase by twenty-five dollars (\$25.00), to one thousand one hundred eleven dollars and ninety-one cents (\$1111.91).

HRA contributions will be made on a monthly basis beginning July 1, 2018.

The County shall continue to pay premium costs up to the stated dollar cap plus fifty percent (50%) of benefit cost in excess of the cap. Increases for which the employee is responsible will first result in a reduction of the HRA contribution to cover such cost.

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. 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.

12.11 Retirement.

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

12.12 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.

12.13 Meal Allowances.

The County will reimburse meals in accordance with County policy.

12.14 Hold Harmless.

- A. Errors and Omissions. The County agrees to provide adequate 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 their 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. Provided however that this Agreement shall not be construed as requiring the County to pay for or reimburse costs related to retaining private legal counsel.
- 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.

**ARTICLE 13 – COMPENSATION**

13.1 Wages.

Employees are paid at the following salary ranges:

|                    | <u>9-Step<br/>Salary Range</u> |
|--------------------|--------------------------------|
| Corrections Deputy | 51                             |

During the term of this Agreement wages and the wage appendices shall reflect the following increases:

- A. January 1, 2019, one percent (1%)
- B. July 1, 2019, one percent (1%)
- C. January 1, 2020, one percent (1%)

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. During the first three (3) years of employment an employee shall move to the next highest step effective on the first day of the month following the twelve (12) month anniversary except when the anniversary falls on the first day of the month in which case the increase shall be effective on that day. Thereafter and after an employee’s three (3) years of employment and commencing on the third (3<sup>rd</sup>) anniversary of date of hire, an employee shall move up two (2) steps on the nine (9) step scale or a total of five percent (5%) at each annual step adjustment following Step 3 (that is, to Steps 5, 7 and 9). Assignment to a step in a higher range shall be a minimum of five percent (5%) wage increase in the event of advancement due to promotion.
- C. The anniversary date for step increases for part-time employees shall be the first of the month following completion of 2080 work hours subsequent to the prior anniversary date.

13.3 Call-back.

- A. Employees called back to work, shall be credited with actual time worked.
- B. Such employees shall be compensated 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 workday, or for court.

- C. Employees called out to perform duty on a non-workday except for court, or on an observed holiday which 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.

#### 13.4 Acting Supervisor Differential.

Employees may be assigned as acting supervisors. An employee who is assigned as acting supervisor shall be paid a differential of five percent (5%) per hour for out of class assignments.

#### 13.5 Section 401(a) Plan Match.

Effective July 1, 2018, the County shall match into a 401(a) Plan elected by the employee an amount up to two percent (2%) of base salary provided the employee contributes a like amount into an IRC 457 or participates in the 401(a) match and save plan.

#### 13.6 Longevity.

Longevity of three percent (3%) after the tenth (10<sup>th</sup>) year anniversary of employment at Clallam County Corrections shall be computed based on the base wage and paid by the County. Longevity of an additional three percent (3%) after the fifteen (15<sup>th</sup>) year anniversary of employment at Clallam County Corrections shall be computed based on the base wage and paid by the County.

#### 13.7 Spanish Bilingual Incentive Pay.

All corrections deputies 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.

#### 13.8 Field Training Officer (FTO) Premium.

An employee certified as a Field Training Officer (FTO) and assigned as an FTO who is directly supervising a student corrections deputy in their capacity as an FTO shall receive compensation of five percent (5%) of the employee's base wage for hours worked while training. This does not include administrative FTO duties such as completion of DORs in the absence of the student corrections deputy.

#### 13.9 Educational Incentives.

- A. An employee who has attained or possesses an AA/AS degree from an accredited college or university shall be eligible to receive a monthly educational incentive equivalent to one percent (1%) of the employee's applicable base wage.

- B. An employee who has attained or possesses a BA/BS degree from an accredited college or university shall be eligible to receive a monthly educational 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 wellbeing 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 discipline up to and including discharge in the County's discretion.

### 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 which 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 Human Resources, 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**

- A. 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.
- B. 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.
- C. Negotiations over the successor agreement shall commence not later than during February 2020.

### **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, state or local law shall be invalid.

Date Signed  
By Union: 7-2-18

Date Signed: 6/19/18  
By County: \_\_\_\_\_

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

CLALLAM COUNTY  
BOARD OF COMMISSIONERS

  
Mark Raemer, President

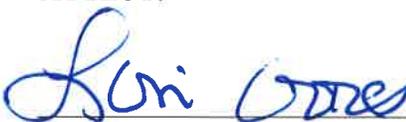
  
Mark Ozias, Chair

  
Aaron Cole, AFSCME Representative

  
Bill Peach

  
Randy Johnson

ATTEST:

  
Loni Gores  
Clerk of the Board

APPROVED AS TO FORM:

CLALLAM COUNTY SHERIFF

  
Matthew Lynch, Employment Counsel

  
Bill Benedict  
Date Signed: 6-28-2018

**MEMORANDUM OF UNDERSTANDING**

**Clallam County/AFSCME Local 1619-CD**

**Vacation Leave**

This will confirm the understandings reached by the parties to the 2018 – 2020 collective bargaining agreement regarding Article 12.4. – Vacations.

The County will grant up to two (2) shifts of accrued vacation in any calendar year on a first-come first-served basis, provided:

- A. The employee is eligible to take the leave requested; and
- B. Such leave will be used in increments of not less than one (1) shift; and
- C. The request is made in writing thirty (30) days or more in advance of the requested day off unless otherwise approved by the supervisor; and
- D. The request is made after the conclusion of the vacation selection process and is for the current calendar year; and
- E. No more than one (1) CBA day will be approved at a time per shift; and
- F. No more than 1 person is already scheduled off (to include FMLA, scheduled sick leave, Training).

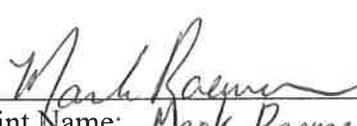
The two (2) shifts of accrued vacation leave are a part of, and not in addition to, the vacation accruals set forth in Article 12.4.

DATED this 19 day of June, 2018.

CLALLAM COUNTY

AFSCME LOCAL 1619-CD

  
\_\_\_\_\_  
Print Name: Mark Ozias  
Title: Chair

  
\_\_\_\_\_  
Print Name: Mark Baemer  
Title: Union President 1619CD

## Appendix H

7-1-17 + 1.00%

### 1619 CD Salary Schedules as of 1-1-2019

| 1619CD Range 51                  | 1       | 2       | 3       | 4       | 5       | 6       | 7       | 8       | 9       |
|----------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Hourly Rate                      | 22.984  | 23.559  | 24.148  | 24.751  | 25.370  | 26.004  | 26.654  | 27.321  | 28.004  |
| 40 Hr Salary                     | 3983.81 | 4083.40 | 4185.49 | 4290.11 | 4397.36 | 4507.32 | 4619.99 | 4735.49 | 4853.87 |
| w/3% Longevity<br>after 10 years |         |         |         |         |         |         |         |         |         |
| Hourly Rate                      | 23.673  | 24.265  | 24.872  | 25.494  | 26.131  | 26.784  | 27.454  | 28.140  | 28.844  |
| 40 Hr Salary                     | 4103.32 | 4205.90 | 4311.05 | 4418.81 | 4529.28 | 4642.54 | 4758.59 | 4877.56 | 4999.49 |
| w/3% Longevity<br>after 15 years |         |         |         |         |         |         |         |         |         |
| Hourly Rate                      | 24.363  | 24.972  | 25.596  | 26.236  | 26.892  | 27.565  | 28.254  | 28.960  | 29.684  |
| 40 Hr Salary                     | 4222.84 | 4328.40 | 4436.62 | 4547.52 | 4661.21 | 4777.76 | 4897.19 | 5019.62 | 5145.10 |