

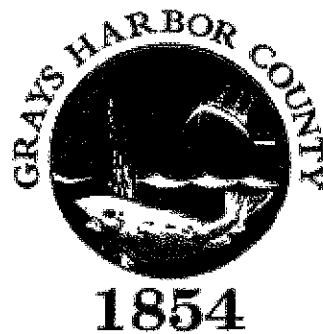
**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**



**TEAMSTERS LOCAL UNION #252**

**AND**



**GRAYS HARBOR COUNTY SHERIFF'S OFFICE  
(CRIMINAL DIVISION EMPLOYEES)**

January 1, 2017 - December 31, 2017

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## **1. INTRODUCTION**

### **1.1. Preamble**

**1.1.1.** This Agreement is entered into by the County of Grays Harbor, through its Board of County Commissioners, hereinafter referred to as the "Employer," and Teamsters Union Local No. 252, hereinafter referred to as the "Union".

### **1.2. Purpose**

**1.2.1.** The purpose of this Agreement is to provide and promote harmonious relations between the Employer and the Union. The parties share equally the responsibility to equitably and peacefully resolve differences in the work place and to establish salaries, wages, hours of work and other terms and conditions of employment.

## **2. RECOGNITION**

### **2.1. Scope of the Bargaining Unit**

**2.1.1.** The Employer recognizes the Union as the exclusive bargaining representative for all full-time and part-time "uniformed" employees of the Grays Harbor Sheriff's Office for the purposes appropriate to the units as set forth in RCW 41.56. Classifications excluded from the bargaining unit are Sheriff, Undersheriff, Chief Criminal Deputy, Chief Civil Deputy, Inspector, Jail Superintendent, Administrative Accountant, Corrections Officer, Administrative Assistant, Administrative Bureau Chief, clerical, all Emergency Management personnel, and emergency appointed employees.

## **3. UNION SECURITY**

### **3.1. Membership Required**

**3.1.1.** It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing and those who are not members on or following the effective date of this Agreement, shall on the thirty first (31st) day following the effective date of this Agreement, become and remain members in good standing with the Union.

**3.1.2.** Notwithstanding Section 3.1.1., the Employer and the Union agree that each must safeguard the right of employees to not join the Union, if an objection is based upon bona fide religious tenets or teachings of a church or religious body of which the employee is a member. In such cases, such employee shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union do not reach agreement on such matter, the charitable organization shall be designated pursuant to RCW 41.56.

**3.1.3.** The Union shall indemnify the Employer and save the Employer harmless against any and all claims, demands, suits, or other form of liability that may arise out of or by reason of any action taken or not taken by the Employer at the request of the Union for the purpose of complying with this provision, provided that the action taken is in accordance with such request.

**3.1.4.** The employee and the Union shall indemnify and hold harmless the Employer from any liability for withholding errors or damages caused by such withholding errors, where the error was caused by the failure of the employee or the Union to provide accurate information to the Employer.

### **3.2. Check Off of Union Dues and Initiation**

**3.2.1.** Upon receipt of a properly executed authorization card signed by the employee, the Employer shall deduct from the employee's monthly pay all regular union dues and initiation fees uniformly required to maintain the employee in good standing with the Union. Such deductions are to be transmitted to the Union each month. Contributions to charitable organizations based upon a bona fide, religious objection to membership in the Union, as set forth in MEMBERSHIP REQUIRED, shall be likewise deducted and remitted to the appropriate charity.

**3.2.2.** The employees and the Union shall hold the Employer harmless and shall indemnify the Employer from responsibility for withholding errors and damages flowing there from caused by faulty information furnished by employees or the Union, and the Union shall promptly refund to the employee any amounts paid to the Union in error.

## **4. MANAGEMENT RIGHTS**

### **4.1. Management Rights**

**4.1.1.** The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority. Furthermore, the Employer reserves all customary management prerogatives including, but not limited to, the right to:

- a) Determine reasonable schedules and hours of work and to establish the methods and processes by which such work is performed;
- b) Determine the organization, the merits, necessity and levels of activity or service provided to the public;
- c) Discipline or discharge employees;
- d) Determine the methods, maintenance, equipment, numbers and kinds of personnel the job, work or position content required to accomplish governmental operations and maintain the efficiency of those operations;
- e) Determine and change the number and locations and types of operations, processes and materials to be used in carrying out all County functions;
- f) Schedule overtime, including but not limited to, call in and call-back work;
- g) Lay off or reduce the hours of personnel;
- h) Recruit, assign, transfer or promote employees;
- i) Control departmental budgets and financial policies, including accounting procedures;
- j) Take whatever actions are necessary in emergencies in order to ensure the proper function of the Department.

**4.1.2.** The above-cited management rights are not to be interpreted as being all inclusive, but merely indicate the type of rights which belong to the Employer. It is understood that any of the rights, power and authority the Employer had prior to the signing of this Agreement are retained by the Employer. Despite these management rights, the Employer acknowledges that it must comply with applicable statutory bargaining obligations.

**4.1.3.** It is understood by the parties that every incidental duty connected with the operations enumerated in job descriptions are not always specifically described.

## **5. EMPLOYEE DEFINITIONS**

### **5.1. Full-Time Employee**

**5.1.1.** An employee regularly scheduled to work forty (40) hours or more per week.

### **5.2. Probationary Employee**

**5.2.1.** An employee employed as either a full-time or part-time employee serving his or her first twelve (12) months of employment. A probationary employee may be terminated or disciplined without recourse during his or her probationary period.

### **5.3. Part-Time Employee**

**5.3.1.** An employee regularly scheduled to work less hours than a full-time employee. The classification of part-time employee does not include employees who work less than 1/6 of the regular work schedule as defined by applicable PERC standards.

5.3.2. Part-time employees shall be entitled to receive all benefits in this Agreement on a prorated basis excluding Health & Welfare benefits which shall be paid in full by the Employer provided that the qualifying hours for such coverage i.e. eighty (80) hours per month are met.

#### 5.4. Provisional Employee

5.4.1. An employee appointed, for a defined period of time, by the Sheriff in accordance with the Civil Service rules and regulations. Said employee shall receive all benefits as set forth in this Agreement for the duration of his or her appointment. An employee's appointment may be terminated at any time without recourse.

#### 5.5. Emergency Appointee

5.5.1. An employee who may work up to thirty (30) calendar days annually on a temporary basis. This employee is not restricted in the number of hours worked during the aforementioned period. An employee in this classification shall be excluded from the bargaining unit and shall not be entitled to any benefits set forth in this Agreement.

### 6. EMPLOYMENT POLICIES

#### 6.1. Civil Liability

6.1.1. The Employer hereby agrees to indemnify and hold harmless any employee and the employee's marital community covered by this Agreement for any civil liability incurred while said employee is acting within the scope of his employment. The Employer further agrees to provide for the defense of any civil action brought against the employee and the employee's marital community for occurrences while the employee is acting within the scope of his employment. This section does not apply to any "off duty" employment that requires uniformed employees except such "off duty" employment as authorized by the Sheriff or designee.

6.1.2. The Employer agrees that, to the extent appropriate, such indemnification will be provided by the purchase of insurance agreements appropriate for such protection. The provisions of this article shall apply to all occurrences during the term of this Agreement, whether or not civil action is commenced during the term of this Agreement or thereafter.

#### 6.2. Resident Deputies

6.2.1. Resident Deputies shall be required to maintain an office in their personal residence. The assigned deputy must reside within the designated "resident deputy" jurisdiction and is required to effectively handle the duties of the Sheriff within his assigned jurisdiction. The resident deputy's hours of work shall be as activity warrants, however, he shall be subject to call out to respond within his assigned jurisdiction. The Employer shall be required to install a telephone service in the deputies' residence and shall pay all monthly expenses associated with maintenance and use of said phone service.

6.2.2. The Call Time section of this Agreement shall not be applicable to resident deputies. All hours worked in excess of forty (40) hours per scheduled work week shall be compensated at the employee's applicable rate of pay.

6.2.3. Resident deputies are volunteers and regular deputies have the right to refuse a resident assignment without cause. An employee who volunteers to accept a resident deputy assignment shall be provided with two hundred fifty (\$250.00) dollars for moving expenses.

6.2.4. In the event the Sheriff is unable to solicit a volunteer from his current staff to fill a current and/or pending vacancy, the Employer may fill such position according to the Civil Service procedures as it applies to new hires. In any event, nothing herein shall be construed to force the placement of an unqualified employee in the position.

6.2.5. A resident deputy may be reassigned by the Sheriff for just cause. An employee who has accepted a resident deputy assignment may request assignment to a regular patrol assignment when the following conditions are met:

- a) The employee must provide the Sheriff with thirty (30) calendar days notice of his desire to be reassigned, and;
- b) A qualified replacement can be secured. The Sheriff will initiate efforts within ninety (90) calendar days to secure a replacement.

**6.2.6.** If the resident deputy is released by the Sheriff prior to securing another employee to fulfill the residency requirement, the released deputy or another deputy may then be assigned to work that jurisdiction as a regular shift assignment until a new resident deputy can be secured.

**6.2.7.** In consideration of the above described conditions employees assigned as a resident shall receive additional remuneration equal to seven hundred dollars (\$700.00) per month for each month served in such capacity.

### **6.3. Shop Stewards & Negotiating Committee**

**6.3.1.** The Union designated Shop Stewards shall be permitted reasonable time during normal work hours to address actual or potential grievances which may arise from time to time. Any action taken under this provision shall be taken as to minimize time loss to the Employer.

**6.3.2.** The Union negotiating committee, when necessary, shall be permitted time off from their regular scheduled shift to participate in contract negotiations when said negotiations are conducted during that shift, without loss of pay and/or benefits.

### **6.4. Jury Duty**

**6.4.1.** An employee shall be allowed time off without loss of pay for serving on jury duty. Any compensation and mileage received for county vehicle use by the employee for performing such service shall promptly be refunded to the Employer and all employees are required to seek such compensation and mileage from the court. If an employee has used his personal vehicle for jury service, such employee shall be allowed to retain the mileage compensation paid by the court.

**6.4.2.** An employee shall be required to report to work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be impaneled.

### **6.5. Military Leave**

**6.5.1.** An employee who is a member of a military reserve force of the United States or of the State of Washington shall be entitled to and shall be granted military leave of absence from county employment, not to exceed twenty-one (21) days during each calendar year. Such leave shall be granted in order that the person may take part in active training duty in such manner and at such times as he may be ordered to active duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges or pay (RCW 38.40.060). During the period of military leave, the employee shall receive from the Employer his normal pay.

### **6.6. Administrative Leave**

**6.6.1.** On a case by case basis, the Employer may place an employee on administrative leave with pay for an indefinite period of time, as determined by the Sheriff to be in the best interests of the Department. Administrative Leave, with pay, shall not be considered "discipline" and as such may not be grieved under the grievance procedure of this agreement.

### **6.7. Accrued Leave Transfer**

**6.7.1.** An employee shall be permitted, with the approval of the Sheriff or designee, to donate accrued vacation and/or holiday hours to another employee of the department who has expended all of his or her accrued leave due to a personal or family illness or injury.

### **6.8. Family & Medical Leave Act**

**6.8.1.** In accordance with applicable County policy and applicable state or federal Family Leave laws, eligible employees shall be entitled to use unpaid family medical leave. If the County policy conflicts with the state or federal family leave laws, the applicable law shall prevail.

### **6.9. Vehicle and Personal Equipment**

**6.9.1.** The Employer shall provide adequate funds to insure installation of proper safety equipment on all Sheriff's patrol vehicles. One person from the Sheriff's Department shall be designated to insure that the patrol vehicles are properly equipped. This equipment shall include first aid supplies, flashlights, flares, shotguns, electric sirens, etc., and other equipment as may be authorized from time to time by the Sheriff. No employee shall be required to operate an unsafe vehicle. All safety related

concerns shall be brought to the attention of the employee's immediate supervisor and the bargaining unit's appointed safety committee member.

**6.9.2.** An employee, whose duties may dictate the need of a ballistic vest, shall be provided with a ballistic vest which meets and/or exceeds the states minimum bid requirements. The issued ballistic vest shall be replaced or reconditioned based upon the manufactures recommendation.

## **6.10. Joint Labor/Management Committee**

**6.10.1.** The Employer and the Union agree to establish a Joint Labor/Management Committee (JLMC) comprised of two (2) representatives from each side plus the Union Representative. The responsibility of the JLMC will be to address problems, issues or concerns of the Employer and Union using the interest-based problem solving process to arrive at consensus agreement.

**6.10.2.** Meetings may be scheduled anytime the Union or Employer notifies the other party of its desire to bring the JLMC together to discuss issues which may arise from time to time. The purpose of such meeting is to facilitate communication between the Employer and the Union on matters relating to collective issues and concerns affecting the Employer and the bargaining unit.

**6.10.3.** These meetings are not intended to supplant or replace the grievance procedure, circumvent the contract negotiations procedure, or to air individual employee concerns.

**6.10.4.** Employee attendance at such meetings shall be compensated at the employee's applicable rate of pay.

## **6.11. Lateral Transfers**

**6.11.1.** The Sheriff has and will continue to authorize individuals who laterally transfer to the Grays Harbor Sheriff's Office to receive recognition and credit for their continuous law enforcement experience with previous law enforcement agencies for salary and benefit accrual purposes only.

**6.11.2.** The salary and benefit accrual placement impacts the following;

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

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

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

## **7. SALARIES**

### **7.1. Salaries**

**7.1.1.** The applicable Classification and Salary Schedule is attached to this agreement as Appendix A.

### **7.2. Pay Day**

**7.2.1.** An employee shall receive their regular monthly pay check on the last working day of each month. Should the last scheduled working day fall on a holiday or a weekend, the paychecks shall be made available on the day preceding the holiday and/or weekend. Employees shall be allowed a mid-month draw as allowed by law. The end of the month regular pay check shall include the employee's base wage and longevity.



**7.2.2.** A supplemental check shall be issued by the fifth of each month following the regular pay day. The supplemental check shall include all additional monies earned after the preceding monthly payroll cut off date e.g., overtime, court time, shift differential, etc.

## **8. COMPENSABLE HOURS**

### **8.1. Hours of Work**

**8.1.1.** The normal work week shall consist of five (5) eight (8) hour days with two (2) consecutive days off or in the alternative four (4) ten (10) hour days with three (3) consecutive days off.

**8.1.2.** When rotating shifts are adopted by the Employer consecutive days off may not apply during regular scheduled shift rotations or when the Employer directs overtime service during that period. In such cases, the designated work week shall be the determining factor as to whether the employee's forty (40) hour threshold has been exceeded during a designated work week.

**8.1.3.** Alternate shift schedules which do not specifically conform with the aforementioned conditions may be utilized at anytime during the term of this agreement based upon mutual agreement between the Employer and the Union. When an alternate shift schedule is agreed upon such agreement shall be appropriately documented. Individual employees shall be notified a minimum of five (5) calendar days prior to the commencement of those shifts.

**8.1.4.** Point of Debarkation: The employee's point of debarkation, excluding employees assigned as Residence Deputies, shall be the Courthouse at Montesano. Modifications of an employee's point of debarkation may be made, on a case by case basis, by mutual agreement between the Sheriff and employee.

**8.1.5.** The designated workweek, for application under this agreement where applicable, shall be Monday through Sunday.

**8.1.6.** Time spent in travel to training in excess of the Employees regular home to work commute shall be considered hours worked.

### **8.2. Overtime**

**8.2.1.** Compensable hours in excess of forty (40) hours per scheduled work week shall be paid at the rate of time and one-half the employee's regular rate of pay, or paid in the form of compensatory time off in accordance with the compensatory time provisions. All overtime shall be authorized by the employee's supervisor, if possible, and approved by the Sheriff's designee.

**8.2.2.** All overtime work shall be offered to full-time employees, by seniority, covered by this Agreement, prior to making the work available to part-time employees or provisional appointees. It is understood that exceptions to seniority may occur due to exigent circumstances, upon the need for a specific assignment or the need for specific training or if a deputy has training, work experience, or a past history of performing similar tasks which would, in the opinion of the employer, make that employee the best choice.

**8.2.3.** An employee's "regular rate" of compensation will be calculated in compliance with applicable FLSA regulations.

**8.2.4.** Overtime worked on a holiday shall be compensated at double time (2X) the employees' regular rate of pay.

### **8.3. Compensatory Time**

**8.3.1.** An employee may elect to accrue compensatory time in lieu of receiving overtime wages. Compensatory time shall accrue at the rate of time and one-half for each overtime hour worked and shall be subject to the following conditions:

a) An employee shall be allowed to accumulate up to one hundred twenty (120) hours of compensatory time. This maximum accrual may be exceeded with permission of the Sheriff or his designee.

b) The Employer shall take no retaliatory or unfair discriminatory action against any employee by reason of the employee's choice of overtime wages or compensatory time off. The scheduling of compensatory time off shall not be unreasonably denied.

**8.3.2.** Effective January 1, 1989, all holiday and compensatory hours accrued up to and including December 31, 1988 shall be available for use by the employees as sick leave, compensatory time, and/or vacation during the term of this Agreement. The employees may, upon request, cash out all or part of their accrued bank at the employee's 1988 hourly rate of pay.

#### **8.4. Court Time**

**8.4.1.** An employee having to attend, by reason of his official duties, any court proceeding or hearing while off duty shall be paid a minimum of three (3) hours at time and one-half the regular rate of pay. Any additional time spent in any court or hearing will be paid at one and one-half times the regular rate of pay; any part of an hour constituting one (1) full hour.

**8.4.2.** The aforementioned minimums shall not apply to hours worked consecutively prior to or after the employee's regular scheduled hours of work. If the employee's private vehicle is utilized, the employee shall be paid mileage as established by county resolution.

**8.4.3.** In the event court is cancelled prior to checking into service on the day of court, such employee shall be compensated for two (2) hours at the applicable rate of pay. As a condition to the right to receive compensation under this article, an employee must have contacted the Sheriff's trial scheduling personnel between 1600 and 1700 hours on the last courthouse day prior to the trial day, in order to determine whether the employee's presence at trial is needed.

#### **8.5. Call Time**

**8.5.1.** In the event an employee is called into work during his or her off duty hours said employee shall be guaranteed a minimum of two (2) hours of compensation at the employee's applicable rate of pay. All hours worked in excess of the two (2) hour minimum shall be compensated at the employee's applicable rate of pay.

**8.5.2.** The minimum two (2) hour requirement is not applicable when such hours are consecutive with an employee's regular scheduled hours of work.

#### **8.6. Shift Differential**

**8.6.1.** Any employee working the hours from 1800 to 0600 shall be compensated one dollar twenty-nine cents (\$1.29) per hour for all hours worked during that designated time period.

#### **8.7. Specialty Pay**

**8.7.1.** Hazardous Duty Pay: An employee who is directed to perform work as a diver, aircraft spotter, Meth Lab Team, or SWAT team member shall be compensated one hundred dollars (\$100.00) during each twenty four (24) hour period, commencing at midnight. Such compensation is in addition to an employee's applicable rate of pay for all hours worked during the assignment.

**8.7.2.** K-9 Handler: An employee assigned as a K-9 handler shall receive two hundred fifty dollars (\$250.00) each calendar month. This compensation is for (10) hours per month spent in caring for, transporting (e.g. to and from work), and feeding the dog(s) outside of regularly scheduled hours of work. Additional time which may be required shall be paid at time and one-half the employee's applicable hourly rate of pay.

- a) The additional compensation, listed above, shall begin at the first of the month in which the assignment is made and shall end the first of the month immediately following the employee's reassignment to a non-K-9 position.
- b) An employee's assignment to or removal from this assignment shall be at the sole discretion of the Sheriff and may not be appealed through the grievance procedure.
- c) All expenses incurred for the care and feeding of the dog shall be paid by the Employer.

**8.7.3.** School Resource Officer: An employee working as the assigned School Resource officer shall receive compensation, during the term of such assignment, equal to two hundred fifty dollars (\$250.00) each calendar month. Any time worked during a calendar month on the aforementioned assignment shall make said employee eligible to collect the additional compensation.

**8.7.4.** Field Training Unit: An employee assigned as a Field Training Officer (FTO) and is engaged in an active training mode with another employee, shall receive compensation of one hundred fifty dollars (\$150.00) for each full month of the assignment completed. Compensation for assignments lasting less than one (1) month shall be prorated whereby any part of the employee's work week shall constitute a full week assignment.

**8.7.5.** Field Training Unit Coordinator: An employee assigned as the Field Training Unit Coordinator and has an employee actively participating the FTO program or engaged in an active training mode with another employee shall receive compensation

of two hundred dollars (\$200.00) a month. Compensation for assignments lasting less than one (1) month shall be prorated whereby any part of the employee's work week shall constitute a full week assignment.

**8.7.6. Department Instructor:** An employee assigned to perform duties as a EVOC, Firearms or Defensive Tactics Instructor shall be compensated an additional two dollars (\$2.00) per hour while so engaged.

**8.8. Working Out of Classification**

**8.8.1.** An employee working out of classification, in a higher paid classification shall be compensated for all hours worked at that higher classifications lowest rate of pay so long as it constitutes an increase in the employee's salary.

**8.8.2.** It shall be the employee's responsibility to notify the Employer of claim for this pay by means of the applicable monthly time cards. Claims not noted on the time card within thirty (30) calendar days shall be void. This provision shall apply to all classifications.

**9. EMPLOYEE BENEFITS**

**9.1. Health & Welfare**

**9.1.1. Medical, Dental, & Vision:** Effective January 1, 2017, based upon December hours, the Employer shall contribute the sum required to Washington Teamsters Welfare Trust for the medical, dental, and vision coverage listed below for each eligible employee, covered by this Agreement, who was compensated for eighty (80) hours or more in the preceding month. The premium payments shall be made to the Trust office in Seattle, Washington by the 10th day of each month. The medical, dental, and vision coverage are composite rate programs.

The specific medical, dental and vision programs are listed below:

Programs	Monthly Premiums as of January 1, 2017	Monthly Premiums as of January 1, 2017
	Non-LEOFF I	LEOFF I
Medical – Plan A	\$1367.40	\$1652.50
Time Loss Plan C	\$8.00	N/A
Life and A,D, &D Plan A	\$8.60	\$8.60
Disability Waiver	\$11.40	N/C
Dental - Plan A	\$130.50	\$130.50
Vision - Extended	\$14.90	\$14.90
<b>Total Monthly Cost</b>	<b>\$1540.80</b>	<b>\$1806.50</b>

**9.1.2. Maintenance of Benefits.** The trustees of the Washington Teamsters Welfare Trust may modify benefits or eligibility of any plan for purpose of cost containment, cost management, or changes in medical technology and treatment. Subsequent monthly medical premiums increases during the term of this agreement shall be paid in full by the Employer during the term of this agreement.

**9.1.3. Payments.** The Employer will be responsible for paying to Northwest Administrators its monthly contributions and those withheld from employees' wages on or before the tenth (10<sup>th</sup>) day of the month. Upon Union request, copies of all transmittals pertaining to benefits under this Section shall be posted on the Union bulletin board.

**9.1.4. Delinquency.** If the Employer is delinquent in payments, the Employer shall be liable for the payment of any claims incurred by employees or dependents during such delinquency.

**9.1.5. Trust Agreement.** The Washington Teamsters Welfare Trust Agreement shall be incorporated herein and deemed part of this Agreement as though fully set forth.

**9.1.6.** If, during the term of this Agreement, health and welfare benefits provided herein are subject to mandatory modification by state or federal regulation, the parties shall enter into negotiations regarding such required modifications: Provided, that any modified health and welfare plan agreed upon pursuant to such negotiations shall provide benefits equivalent to those currently required under this Article, to the extent possible. Any reductions in the total premiums paid by the Employer as a result of such modifications shall be added to the wages of the employees in the bargaining unit or, if the parties so agree, utilized to obtain supplemental benefits for bargaining unit employees.

9.1.7. In the event of a dispute between the parties concerning whether the Employer has complied with the preceding paragraph, the matter should be submitted to final and binding arbitration pursuant to the grievance and arbitration procedures of this Agreement.

**9.2. Life Insurance**

9.2.1. The Employer shall provide life insurance, with double indemnity for accidental death, for each regular full-time employee in the amount of twenty four thousand dollars (24K) and one thousand dollars (1K) life insurance coverage for married spouses of regular full-time employees.

**9.3. Sick Leave**

9.3.1. With each month of continuous service employment with the Employer, sick leave with pay shall be accrued by a full-time employee at the rate of nine (9) hours or at rate equal to a normal work day, whichever is greater, for each employee. Sick leave may be used in half hour increments. Accrued sick leave shall be debited in accordance with the actual time of absence to a maximum of eight (8) hours per occurrence.

9.3.2. An employee may utilize sick leave for personal illness, disability, or medical conditions and for the care of a spouse, parent, grandparent, child, step child, step parent or any other person who serves that role, who has a health condition that requires treatment or supervision.

9.3.3. An employee who takes more than three (3) work days sick leave for any one illness in the immediate family may be required by the Sheriff or his designee to produce a letter from a medical doctor showing the necessity of attendance.

9.3.4. An employee off on an industrial injury may elect to utilize his accrued sick leave on a prorated a basis to supplement his state industrial payments but in no case may the accrued sick leave be utilized to the extent that it would cause his salary to exceed it's normal rate.

9.3.5. LEOFF II & PERS Employees: In the event that an employee suffers an on-the-job injury or illness and said employee expends all accrued sick leave, the Employer shall make available an additional two hundred (200) hours of sick leave during the term of this Agreement. The additional two hundred (200) hours or parts thereof may be not be re-accumulated once utilized, however, unused hours shall remain available for the duration of this Agreement or until the maximum allowable has been reached. The Employer will continue to make the employee's retirement contribution on all hours utilized after the employee's sick leave has been expended.

9.3.6. Wellness Incentive: To promote wellness, the Employer agrees to compensate an employee, who does not utilize any accrued sick leave during any three (3) consecutive month period, the equivalent of one workday at the employee's applicable straight time rate of pay. Sick leave, four (4) hours or less, per occurrence, may be utilized for personal doctor and/or dentist appointments without counting as missed time, provided the employee reports to duty on the day of the appointment. At the employee's discretion, such compensable time may either be paid to the qualifying employee at the next available pay day or be credited to the employee's accrued compensatory time.

9.3.7. In the event an employee dies as a result of injuries or illness incurred while discharging his or her official duties as a Deputy Sheriff, the employee's estate shall receive remuneration at a rate equal to one hundred percent (100%) of his or her accrued sick leave. Such sick leave cash out shall be equal to his or her applicable straight time hourly rate of pay for all hours accrued in his or her sick leave bank. Employees who have applied for service or disability retirement benefits under DRS guidelines shall receive 50% cash out of accrued unused sick leave in excess of one thousand (1000) hours provided, however; such cash out shall not exceed one hundred (100) total hours of compensation at the employees regular rate of pay.

**9.4. Vacation**

9.4.1. Vacation shall accrue on a monthly basis commencing with the employee's first completed month of service. Vacation leave shall accrue but may not be taken until after an employee has completed six (6) consecutive months of employment.

Month of County Service	Hours Accrued Per Employment Month
0 – 12	8.00
13 – 24	8.66
25 – 36	9.33
37 – 48	10.00
49 – 60	10.66

61 - 72	11.33
73 - 84	12.00
85 - 96	12.66
97 - 108	13.33
109 - 120	14.00
121 - 132	14.66
133 - 144	15.33
145 - 156	16.00
157 - 168	16.66
169 - 180	17.33
181 & subsequent months	18.00

**9.4.2. Seniority Vacation Selection:** The following provisions shall be applied when selecting vacation by seniority within an assigned unit:

- a) Vacation boards shall be made available for seniority bid no later than October 1st of the preceding year. Vacation bidding boards are listed below.
- b) Commencing with the most senior employee on each board, said employee shall have a maximum of three (3) calendar days to either make a selection or pass the board.
- c) Once the board is passed or a selection is made, a senior employee may not re-bid his position and bump a less senior employee.
- d) Seniority, within the individual vacation boards, shall be utilized in the selection of preferred vacation times for those selections submitted prior to December 15th of each calendar year. Seniority shall not apply in vacation selections submitted after December 15th, all such selections shall be on a first submittal basis.
- e) The Employer shall respond to the aforementioned vacation requests no later than January 31st. An employee shall be provided with copies of their vacation authorization cards containing the appropriate signature.
- f) Employer cancellation of scheduled vacation shall be for cause.

**9.4.3.** Vacation hours may be accrued to a maximum of two hundred forty (240) hours. All hours accrued over the maximum allowable shall be cashed out at the employee's applicable rate of pay at the next ensuing payday. Accrual in excess of two hundred forty (240) hours requires the prior written approval of the Sheriff or his designee.

**9.4.4.** An employee shall be required to schedule at least fifty percent (50%) of their annual accrual each calendar year, except in the year of termination. In the event an employee fails to schedule the fifty percent (50%) threshold, the number of hours required to reach that threshold shall be forfeited.

**9.4.5.** With the exception of the employee's first six (6) months of employment, an employee who separates from county employment, for any reason, shall be paid for all accrued vacation hours at the employee's applicable hourly rate of pay. Employees do not accrue vacation hours during the first six (6) months of employment. At the commencement of the employee's seventh (7th) month of employment such employee shall be credited with the equivalent of six (6) months of accrued vacation at their respective accrual rate.

**9.4.6.** Upon approval of the Sheriff, an employee, who has accrued at least one hundred sixty (160) vacation hours, may request to have said vacation hours cashed out at the employee's straight time rate of pay. If multiple requests are submitted the employee with the most seniority shall be given preference.

**9.4.7.** Once scheduled an employee's vacation may not be changed and/or canceled without mutual agreement of the Employer and the employee or unless an emergency exists. The term "emergency" shall not include Employer scheduling errors, trials for non-felonies, or felony trials where no violation of the 60/90 day rule would result.

**9.4.8.** If an employee's scheduled vacation is canceled, through no fault of his own, or if he is recalled while on vacation then the vacation hours worked shall not be debited from his or her vacation bank. All hours worked shall be at time and one-half (1 1/2) his or her applicable rate of pay for the duration of the cancellation and/or recall. An employee shall only be required to remain at work for the duration of recall assignment e.g. court, etc. Expenses incurred as a result of a recall and/or cancellation shall be submitted to the Employer for consideration and possible reimbursement. Non-refundable receipts shall be required.

## 9.5. Holidays

9.5.1. The Employer shall recognize thirteen (13) holidays as set forth below:

New Year's Day	Martin Luther King's Birthday
President's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve Day
Christmas Day	Two (2) mutually-agreed upon floating holidays

9.5.2. An employee scheduled for shift work shall observe the actual day of the holiday. The designated holidays represent an additional workday which is provided as time off. The holidays shall be converted into holiday hours which equals the employee's normal workday. All holiday hours shall be available to each eligible employee on January 1st of each calendar year. Holiday hours utilized but not earned during the calendar year may be debited from the employee's final paycheck in the event of termination. Holiday hours earned but not utilized shall be cashed out at the employee's applicable rate of pay in the event of termination.

9.5.3. All unused holiday hours shall be payable to the employee's on the last paycheck of the year at the employee's straight time rate of pay. Holiday hours are non-cumulative. The holiday hours accrued, per designated holiday, shall either be eight (8) or ten (10) hours depending on the employee's work schedule, i.e., 5-8's or 4-10's.

9.5.4. An employee required to work on a holiday shall be compensated at time and one-half for all hours worked on the designated holiday.

9.5.5. An employee who is scheduled for a regular Monday through Friday (non-shift) work week shall observe the legal holiday as follows:

- a) Whenever a legal holiday falls upon a Saturday the preceding Friday shall be observed as an additional day off without loss of pay.
- b) Whenever a legal holiday falls upon a Sunday the following Monday shall be observed as an additional day off without loss of pay.

9.5.6. For the purpose of computation for hours worked on a holiday, the twenty four hour clock shall be utilized for determination of hourly compensation. Example: An employee's shift commences on July 4th at 2300 hours, said employee would be credited with working one (1) hour on a holiday. An employee's shift commences on July 3rd at 2300 hours, said employee would be credited with working seven (7) hours on a holiday.

## 9.6. Bereavement Leave

9.6.1. If death occurs to a member of the employee's immediate family, defined as spouse, son, daughter, mother, father, legal guardian, brother, sister, step parent or step child, and in-laws, such employee shall be granted three (3) consecutive days off with pay, one (1) day of which must be the day of the funeral.

9.6.2. In case death occurs to grandparents or grandchildren of employee, such employee shall be granted one day of off with pay. Proof of relationship and/or death may be required by the Employer.

9.6.3. No bereavement leave will be granted for any day on which the affected employee was not scheduled to work. The Employer may permit an employee to use accrued time off to attend the funeral of other individuals. Time off shall not be unreasonably denied.

## 9.7. Longevity

9.7.1. An employee shall receive longevity compensation based on their longevity with the Grays Harbor Sheriff's Office. Longevity pay shall be paid monthly in accordance with the below listed schedule, percentages are based upon the employees' monthly base pay:

Beginning Month of Service	Added to Monthly Base Wage
73 - 96	1.14%
97 -156	1.77%
157 - 216	2.40%
217 - 240	2.78%
241 - 300	3.75%
301 - on	4.50%

## 9.8. Uniforms and Equipment

9.8.1. The Employer shall provide each new employee, who is required to wear specific apparel, two (2) complete uniforms; in excellent condition, one (1) firearm, if required; in excellent condition, a holster; of good quality, leather accessories, and ballistic vest for those Deputies who request one. Required clothing shall consist of those items of apparel designated by the Sheriff either by policy or directive. All reusable items furnished or reimbursed by the Employer shall be returned to the Employer upon termination of employment or separation except items of personal clothing.

9.8.2. Detectives: The Employer shall make available on January 1st of each calendar year an account with a \$550.00 credit for each eligible employee for the purchase of appropriate civilian attire required to perform his or her assigned duties.

a) Detectives shall be required to either submit the bill directly to the Employer or shall submit a voucher for reimbursement for such expenses.

b) Detectives shall receive a monthly cleaning credit of fifty five dollars (\$55.00) for the dry cleaning of their civilian attire worn during the performance of their investigative duties. Such cleaning shall be accomplished at a facility designated by the Sheriff.

9.8.3. An employee request for uniforms, equipment, footwear, etc. shall be submitted to the Sheriff's designated procurement officer. In the event that a disagreement arises between an employee and the Sheriff's designated procurement officer relating to the item requested, the employee shall submit the issue in writing to the Shop Steward and/or Union representative. Such written statement shall provide a detailed explanation on the issue at hand. The Shop Steward and/or Union Representative shall meet directly with the Sheriff to attempt to resolve the dispute; however, the Sheriff's decision on the matter shall be final and binding.

9.8.4. An employee shall be permitted to have one (1) uniform per week dry cleaned at the Employer's expense. Such cleaning shall be accomplished at a facility designated by the Sheriff.

9.8.5. Uniforms, service equipment, and/or personal property authorized by the Employer that is destroyed, damaged or lost in the line of duty shall be replaced by the Employer. This shall include plainclothes when such clothing is required to be worn. Nothing set forth herein shall be construed to limit the responsibility of the Employer to make certain that all employees are provided with all required uniforms, equipment and footwear necessary to perform the work required.

## 9.9. Educational Incentives

9.9.1. An employee who has attained or possesses an AA/AS degree from an accredited college or university or the equivalent number of credits from a accredited institution shall be eligible to receive a monthly educational incentive equivalent to two percent (2.0%) of the employee's applicable base wage.

9.9.2. 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 four percent (4.0%) of the employee's applicable base wage.

9.9.3. In order to qualify for the educational incentive, employees must provide, to the Employer, copies of their degree and/or transcripts showing completed credit hours.

**9.10. Lunch & Rest breaks**

9.10.1. An employee shall be permitted, during the course of their shift, to take two (2) fifteen minute rest breaks and a one (1) hour lunch break. All such breaks shall be taken as time permits. If an employee fails to take any or all such breaks, for whatever reason, he shall have no right to claim any compensation for that time.

**9.11. Deferred Compensation**

9.11.1. Effective January 1, 2010, the Employer agrees to match employee deferred compensation contributions up to a maximum of sixty-five dollars (\$65.00) each calendar month.

**9.12. Retiree’s Health and Welfare Insurance**

9.12.1. Effective January 1, 2017, based upon the previous month’s hours of employment, the Employer shall remit the sum required to Retiree’s Welfare Trust for retiree’s medical coverage for each non LEOFF I employee covered by this Agreement who has eighty (80) or more compensable hours in the preceding month. The premium payments shall be made to the Trust office in Seattle, Washington, by the 10th day of each month.

The specific retiree medical program is listed below:

Program	Monthly Premium
RWT Plus	Effective 01/01/17 - \$94.85

9.12.2. This payment shall be funded via a payroll deduction for all non-LEOFF I employees.

**10. GRIEVANCE PROCEDURE**

**10.1. Purpose**

10.1.1. The purpose of this grievance procedure is to provide a procedural means for the timely resolution of disagreements arising from misapplication or misinterpretation of the terms and conditions of this agreement. All disputes relating to the discipline of an employee, including, but not limited to, discharge and suspension, shall be presented to the Civil Service Commission for their exclusive handling.

**10.2. Procedure**

10.2.1. The employee and/or Union may elect to use this grievance procedure whenever the employee and/or Union believe a misapplication or misinterpretation of the Agreement has occurred.

10.2.2. The written grievance must be submitted to the Sheriff or his designee within thirty (30) calendar days of the date when the aggrieved employee and/or Union knew or should have reasonably known of the occurrence of such action or inaction. Failure to submit the grievance within said time limits shall render the grievance moot and incapable of redress.

10.2.3. Upon mutual written agreement, the parties may suspend or extend the time deadlines for any or all particular steps of this grievance procedure.

10.2.4. Failure of the Employer to act by response within the time deadline set forth herein shall enable the employee/Union to proceed to the next step in this procedure.

10.2.5. Step One: Should the employee feel that his rights and privileges under this Agreement have been violated said employee shall submit such grievance to the Union Representative for determination of merit. If the Union determines that the grievance has merit, then the grievance shall proceed to Step Two. Independent Union grievances shall commence at Step Two of this provision.

10.2.6. Step Two: Should the Union determine that the grievance has merit, the Union shall meet with the Sheriff or his designee and submit the grievance, in writing for resolution. The Sheriff or his designee shall respond, in writing, within five (5) working days. If the matter remains unresolved, the grievance shall progress to Section 10.3., Arbitration. Step Three.



**10.2.7. Step Three:** A meeting with the County Commissioners or their designee shall be held as soon as reasonably practical to present and discuss the grievance. The County Commissioners shall respond, in writing, within five (5) working days following the meeting. If the Commissioner's response is not satisfactory or does not adequately resolve the grievance it shall be referred to the arbitration provision for final resolution.

### **10.3. Arbitration**

**10.3.1.** Within fourteen (14) calendar days of the Employer's receipt of the Union's request to arbitrate, a representative of the Union and a representative of the Employer shall meet and attempt to agree on a neutral arbitrator. If unable to reach agreement, they shall request a list of eleven (11) arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). If applicable, the right to first strike from the list shall be determined by a flip of a coin.

**10.3.2.** In accordance with any arbitration proceeding held pursuant to this Agreement, it shall be understood by the parties involved that;

- a) If the grievance arises from alleged misapplication or misinterpretation of the Agreement, the arbitration shall have no power to render a decision that will add too, subtract from, alter, change, or modify the terms of this Agreement, and his power shall be limited to interpretation or application of the express terms of this Agreement.
- b) The arbitrator shall rule only on the basis of the information presented in the hearing and shall refuse to receive any information after the hearing except upon mutual agreement between the parties.
- c) Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be sworn and shall be subject to cross examination. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit post hearing briefs within a time mutually agreed upon.
- d) The decision of the arbitrator shall be final, conclusive, and binding upon the Employer, the Union, and the employee(s) involved. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the post hearing briefs have been submitted to the arbitrator.
- e) The cost of the arbitrator shall be borne equally by the Employer and the Union, and each party shall bear the cost of presenting its own case. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost shall be shared equally.

## **11. SENIORITY**

### **11.1. Tenure**

**11.1.1.** Seniority shall be equal to the employee's length of continuous service with the Grays Harbor Sheriff's Department, beginning with date the employee was last employed. An employee's permanent hire date, within their entry level classification, shall be the seniority date utilized for layoff and recall as set forth in Section 11.2. An employee's seniority date shall be set upon completion of their respective probationary period following appointment to a regular employee position.

**11.1.2.** An employee who is continuously employed as a temporary, emergency, or provisional employee prior to their hire date as a regular employee shall be permitted to apply their past service credits for the purpose of benefit accrual, however, their hire date as a regular employee is the date utilized for all other purposes under this Agreement.

**11.1.2.** Seniority shall be terminated by separation from employment with the Employer, except in the case of a reduction in force, or an authorized leave of absence not to exceed twenty four (24) months.

### **11.2. Lay Off, Reduction of Hours & Recall**

**11.2.1.** An employee shall be provided with sixty (60) calendar days advance notice of pending layoffs or an involuntary reduction of normal work hours. An employee shall be allowed to remain on lay off status for two (2) calendar years commencing January 1 following the effective date of lay-off. In the event that the impacted employee is not recalled to work prior to the expiration of the aforementioned time limitations, said employee shall be deemed to be terminated and no longer subject to seniority recall under this provision. Emergency, temporary, and provisional employees shall be laid off prior to the displacement of regular employees.

**11.2.2.** When employees have the same seniority date, ties shall be broken by the level of placement on the Civil Service hiring list within their entry level Civil Service Classification, with the higher list position resulting in the highest seniority placing.

**11.2.3.** In the event of a lay-off or an involuntary reduction of normal work hours, employees shall be laid off or have their normal work hours reduced in reverse order of their most recent date of hire. Employees laid-off or who suffer an involuntary reduction in their normal work hours shall be recalled to or have their work hours returned to their normal level in their division and classification in reverse order of their lay-off or an involuntary reduction of hours, i.e., last laid off or working reduced hours, first to be recalled or to receive an increase in work hours.

**11.2.4.** An employee on layoff status or working less than their normally scheduled hours of work shall be given priority consideration for placement or afforded additional hours of work in other classifications which become or are open during a period of layoff or an involuntary reduction of hours provided that they are qualified to fill the vacant position. This provision is not intended to circumvent the employee's recall or increase in their normal work hours to the classification from which they were laid off.

**11.2.5.** Layoffs or an involuntary reduction of normal work hours which impact the bumping of employees from promotional classifications or situations whereby funding is no longer available for occupied promotional positions, eligible employees shall be allowed to bump or obtain additional work hours into previously attained promotional classifications in lieu of returning to their entry level position based upon their departmental seniority.

## **12. GENERAL PROVISIONS**

### **12.1. Extradition**

**12.1.1.** Out of state extraditions shall be performed by qualified staff from either the Corrections or Criminal Division as determined by the Sheriff or designee. The assignment of such duties shall be made from a rotating list of qualified employees from the Corrections or Criminal Divisions. The assignment list of qualified employees shall be established on a seniority basis. Acceptance, rejection, or unavailability for an out of state extradition shall cause the employee's name to be rotated to the bottom of the list.

**12.1.2.** The assignment list shall consist of full-time employees and shall exclude part-time employees and provisional appointees. The Sheriff shall have the right to specify a particular officer(s), regardless of the employee's current placement on the assignment list, when a compelling reason is present.

### **12.2. Use of Reserves & Volunteers**

**12.2.1.** Reserve Deputies and other volunteers shall only be utilized to supplement the existing work force but not supplant the work force.

## **13. SEVERABILITY**

### **13.1. Savings Clause**

**13.1.1.** If any provision of this Agreement or the application of such provisions be determined to be invalid by any court or other governmental action, the remaining provisions and their application shall not be affected and shall remain in full force and effect, provided, however, upon such invalidation, the parties signatory hereto agree to immediately meet to re-negotiate such parts or provisions affected.

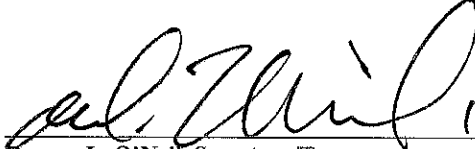
## **14. DURATION OF AGREEMENT**

**14.1.** This Agreement shall be effective January 1, 2017 and shall remain in full force and effect until the 31st day of December, 2017.

**14.2.** Either party to this Agreement may inaugurate collective bargaining over any changes desired to be introduced into an extension term of this Agreement by giving notice of the substance and instrumental language of the changes by mail to the other party.

SIGNED THIS 19 day of December, 2016.

TEAMSTER UNION LOCAL NO. 252

 12/7/16  
Darren L. O'Neil, Secretary/Treasurer

GRAYS HARBOR BOARD OF COUNTY COMMISSIONERS

  
Frank Gordon, Commissioner

opposed  
Wes Cormier, Commissioner

  
Vickie Raines, Commissioner

**15. APPENDIX A - WAGES**

**15.1. 2017 Salary Schedule**  
(Represents a 2.00% increase over the 2016 salary schedule)

Classification	
Lieutenant	\$7170
Sergeant	\$6518
Detective	\$6143

Classification	Step A 12m 0 m- 12m	Step B 12m 13m - 24m	Step C 12m 25m - 36m	Step D 12m 37m - 48m	Step E 12m 49m - 60m	Step F 61m - on
Deputy Sheriff	\$4473	\$4755	\$5034	\$5285	\$5551	\$5768

Classification	Step A 6mo 0 m- 6m	Step B 6m 7m - 12m	Step C 12m 13m - 24m	Step D 25m - on
Animal Control Officer	\$3630	\$3680	\$3728	\$4026

**15.2. Computation of Detective, Sergeant & Lieutenant Salaries**

15.2.1. After computation of the Salaries for Deputy Sheriff, the above listed classifications shall be compensated as follows; Detectives shall receive one hundred six and five tenths percent of Step F Deputy wages, Sergeants shall receive one hundred thirteen percent of Step F Deputy wages and Lieutenants shall receive one hundred ten percent of Sergeant wages. The salary schedule shall be amended to reflect these computations and attached to this Agreement as part of the appropriate Appendix.

**15.3. Lateral Transfer Wage Advancement**

15.3.1. An employee who laterally transfers into the department shall advance to the next step on the salary schedule after completing the designated number of months reflected in each step on the salary schedule.

**16. APPENDIX B - Seniority Roster**

16.1. The below listed Seniority Roster contains the names of employees, original date of hire or adjusted date of hire, and any applicable promotional date. This list is limited to those employees who were employed on the ratification date of the Agreement and is not intended to be all inclusive. Employees are listed in descending order of his or her original date of hire.

Employee	Classification	Date of Hire	Promotion Date(s)
Stowers, Matt	Lieutenant	09/09/85	06/02/92 - Det 07/10/92 - Sgt 05/14/96 - Lt
Wells, Dan	Deputy Sheriff	01/03/89	
Kolilis, Don	Sergeant	03/20/89	06/23/08 - Sgt
Gibson, Randy	Deputy Sheriff	10/02/89	
Peterson, Keith	Detective	02/18/93	02/01/08 - Det
Fritts, Paul	Deputy Sheriff	12/06/93	
Iverson, David	Deputy Sheriff	06/06/94	
Patrick, Ed	Sergeant	09/01/94	01/02/08 - Sgt
Lewis, Robert	Sergeant	09/16/96	01/09/08 - Sgt
Johansson, Brad	Sergeant	01/21/98	02/15/06 - Sgt 12/15/16 - Lt.
Schrader, Kevin	Deputy Sheriff	09/25/00	
Osgood, Michael	Deputy Sheriff	10/01/01	
Lovgren, Carl	Deputy Sheriff	02/19/02	
Rydman, Brian	Deputy Sheriff	05/13/04	
Wallace, Darrin	Sergeant	03/24/06	02/02/15 - Sgt.
Wecker, Jason	Detective	08/16/06	07/07/14 - Det.
Cowsert, Eric	Deputy Sheriff	09/01/06	
Wilson, Bob	Sergeant	09/13/06	10/01/14 - Sgt.
Gay, Tracy	Deputy Sheriff	09/14/06	
Denny, Kenneth	Deputy Sheriff	05/01/07	
Ramirez, Richard	Detective	12/19/08	06/03/15 - Det.
Rivas, Justin	Deputy Sheriff	08/06/13	
Steiner, Carson	Deputy Sheriff	03/25/14	
Barbo, Jeff	Deputy Sheriff	03/28/14	
Mix, James	Deputy Sheriff	04/15/14	
McKechnie, Sean	Deputy Sheriff	04/29/14	
Stullick, Jordan	Deputy Sheriff	05/16/14	
Logan, Paul	Deputy Sheriff	12/03/14	
Beck, Steve	Deputy Sheriff	01/14/15	
Holmes, Jeremy	Deputy Sheriff	08/17/15	
Parris, Corey	Deputy Sheriff	07/15/16	
Diggle, Timothy	Deputy Sheriff	07/24/16	
Olden, Levi	Deputy Sheriff	10/03/16	
Nichole Pollard*	Animal Control Officer	07/23/07	

\* Nichole Pollard's original date of hire as an Animal Control Officer was 04/01/97. Ms. Pollard was laid off on 01/15/00 and rehired 07/23/07. She was laid off 01/15/2000, having worked 33.5 months. When she was rehired 07/23/07, the Sheriff adjusted her pay to give her credit for 33.5 months, making her adjusted date for wages and vacation time earned 11/07/04. Her seniority date for purposes of wages and accrual of vacation is 11/07/04 and her seniority date for purposes of vacation selection is 07/23/07.

**LETTER OF UNDERSTANDING**

**FOR ELEVEN-HOUR SHIFTS**

The Grays Harbor County Sheriff (Sheriff) and the Teamsters Union representing the Grays Harbor County Deputy Sheriffs Criminal Division (Union) both agree that the following eleven (11) hour shift schedule as currently in effect shall remain so in accordance with the terms of this Letter of Understanding.

Upon sixty (60) days written notice the Sheriff or the Union may elect to discontinue the eleven (11) hour shift and revert to the eight (8) hour or other mutually agreeable shift negotiated by the parties as soon as practicable.

**The Eleven (11) hour shift:** Is for members of the Patrol and Traffic Divisions, including resident Deputies. It shall consist of four (4) consecutive eleven (11) hour shifts followed by four (4) consecutive days off. The start and end of each shift shall be set by the Sheriff. Shift schedule start times can be adjusted up to two (2) hours on short notice up to and including the day of the employees shift. Shift changes that are more than two (2) hours early or two (2) hours late will not occur without five (5) days' notice. Shift changes in excess of the two (2) hour change will be compensated at the applicable overtime rates as set forth in the current collective bargaining agreement.

**Eleven (11) hour shift overtime:** All work performed by members subject to this agreement in excess of eleven (11) hrs in the same work day or beyond one hundred forty-six (146) hours in a twenty-four (24) day work cycle in accordance with section 207 (k) of the Fair Labor Standards Act shall be compensated at the applicable overtime rate. A twenty-four (24) hour day is defined as the period of time between 2400 and 2400 hours. It is understood by the parties that employees will continue to be compensated on a monthly basis, and the twenty-four (24) day cycle shall be utilized for overtime computation purposes only.

**Minimum Staffing:** Minimum staffing guidelines will remain unchanged, subject to the level of activity and needs of the shift. Supervisors will maintain the practice of differential shifting having the most Deputies working during the hours between 1000 hrs and 2200 hrs.

**Training/Operations Days:** Members covered by this agreement will be required to participate in sixty- four (64) hours of training and/or operation days during each calendar year in excess of their forty-four (44) hour workweek, provided, however such time shall not exceed one hundred forty-six (146) hours in the twenty-four (24) day cycle. In-service training or other activities directed by the Sheriff or his designee shall be considered "pay back" and part of the monthly base salary. These hours are not subject to the overtime rate and will not exceed ten (10) hours per day. If the ten (10) hour day is exceeded, compensation will be made at the applicable overtime rate. Ten (10) days notice of training/operation days will be required unless a mutually agreed upon change or the time worked will be at overtime rates. Generally an eight (8) hour training day will be adhered to. Every effort will be made to use only one training/operation day per four (4) day off cycle, unless mutually waived. No training or operation time will be scheduled for less than an eight (8) hour shift unless a shorter shift is mutually agreed to by the employee and the employer or unless the employee's balance of training/operation hours falls below 8 hours. If an employee's balance of training/operation hours falls below (eight) 8 hours the employer may schedule the employee to use the remainder of the training/operation hours at the employer's discretion.

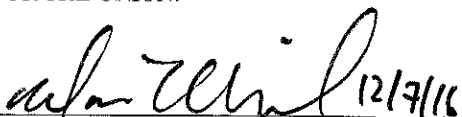
**Accrual/Use of Leave Time:** Vacation, Compensatory, and Sick Time shall be accrued at current rates per the collective bargaining agreement (11 hour per month accrual for those on 11 hour shift schedule) and used on an hour for hour basis, i.e.: an eleven (11) hour shift that is taken off for illness, members subject to this agreement will have their sick bank debited for eleven (11) hours.

**Holiday Time:** Each employee subject to this agreement will have all Holiday hours available (104 hrs). Under the (11) hour shift schedule this accrual will not change. Those employees that work a Holiday will be compensated for the 11-hour shift at the applicable Holiday rate of pay. All accrual to the holiday leave bank will be at 8 hours leave time per Holiday. Holiday hours used shall be debited on an hour for hour basis. Any employee who is assigned to work a training/operation day on a contractually recognized Holiday will have their training/operations bank debited at one and one half (1.5) hours per hour worked.

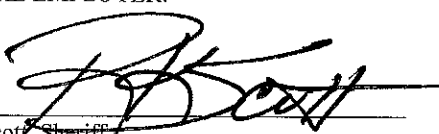
**Disputes:** Any dispute over the interpretation or application of this agreement shall be subject to the grievance procedure in the current collective bargaining agreement.

SIGNED THIS \_\_\_\_\_ DAY OF DECEMBER, 2016

FOR THE UNION:

  
Darren L. O'Neil, Secretary -Treasurer  
TEAMSTERS UNION LOCAL NO. 252

FOR THE EMPLOYER:

  
Rick Scott, Sheriff  
GRAYS HARBOR COUNTY SHERIFF