

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**



**TEAMSTERS LOCAL UNION #252**

**AND**



**GRAYS HARBOR COUNTY SHERIFF'S OFFICE  
(CORRECTIONS 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 Local Union 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, and to establish an equitable and peaceful procedure for the resolution of differences 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 regular and part-time employees of the Grays Harbor Sheriff's Office Corrections Division 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, "uniformed employees", clerical, support, cooks, casual, and emergency appointees.

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 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.

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. Regular Employee

5.1.1. An employee regularly scheduled to work forty (40) hours or more per week. Such employee shall be entitled to receive all benefits as set forth in this Agreement.

##### 5.2. Probationary Employee

5.2.1. An employee employed as either a regular or part-time employee shall be considered probationary from his/her date of hire until twelve (12) months from the date of successful completion of the state mandated training academy or equivalency. Employees hired who have previously completed the state mandated training shall serve a twelve (12) month probationary period commencing on his/her initial date of hire. Said employee shall receive benefits at the level set forth in the regular or part-time definitions. 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 at least eighty (80) hours each calendar month. Such employee 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.

**5.4. Casual Employee**

**5.4.1.** An employee regularly scheduled to work seventy nine (79) hours or less each month. Said employee shall be considered to be excluded from the bargaining unit and shall not be eligible to receive any of the benefits set forth in this Agreement excluding contributions to the Retirees Medical coverage as set forth in Section 9.12. In the event that a casual employee exceeds the seventy nine (79) hour threshold such employee shall then be considered a part-time employee and shall be eligible for benefits accordingly.

**5.5. Provisional Employee**

**5.5.1.** 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.

**5.6. Emergency Appointee**

**5.6.1.** An employee who may work up to thirty (30) consecutive calendar days 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 excluding contributions to the Retirees Medical coverage as set forth in Section 9.12.

**6. EMPLOYMENT POLICIES**

**6.1. Non-Discrimination**

**6.1.1.** The Employer agrees not to unlawfully discriminate against those employees who become members of the Union nor discriminate against those employees who exercise their statutory rights as set forth in RCW 41.56.

**6.1.2.** Whenever words denoting the masculine gender are used in this Agreement, they are intended to apply equally to either gender.

**6.2. Civil Liability**

**6.2.1.** Where the employee has acted in good faith and within the scope of employment and has not willfully committed acts or omissions, the Employer shall provide legal representation against civil liability. The Employer shall provide legal representation for the employee and the employee's marital community in defense of allegations of acts or omissions in the performance of the employee's official duties, and where the Employer has undertaken or should have undertaken representation, the Employer shall pay any monetary judgment awarded against the employee and employee's spouse.

**6.2.2.** 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.

**6.3. Negotiating Committee**

**6.3.1.** 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.

**6.5. 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, 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 when it is determined to be in the best interests of the Employer during the pendency of an investigation or other administrative proceeding. 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. Vehicle & Personal Equipment**

**6.8.1.** The Employer shall provide adequate funds to insure installation of proper safety equipment on all vehicles assigned to or utilized by the Corrections or Clerical Divisions. 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.

**6.8.2.** 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.

**6.9. Joint Labor/Management Committee**

**6.9.1.** 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.

**6.9.2.** 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.

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

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

**7. SALARIES**

**7.1. Salaries**

**7.1.1.** The Classifications and Salary Schedules shall be attached to this agreement as appendixes.

**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 cutoff 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 or in the alternative four (4) eleven (11) hour days with four (4) consecutive days off unless otherwise modified by other provisions included in or attached to this agreement.

a) When applicable, the requirement of consecutive days off may not apply during normal shift rotation or when the Employer directs overtime service during that period. For that specific application, the designated work week shall be the determining factor as to whether the employee's forty (40) hour threshold has been exceeded during a normal shift rotation.

**8.1.2.** Alternate shift schedules which do not specifically conform with the aforementioned conditions may be utilized at any time 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 attached as an amendment.

**8.1.4.** The Employer shall be required to set forth in writing the designated workweek for application under this agreement where applicable. Shift schedules shall be posted a minimum of five (5) calendar days prior to the commencement of such shifts.

**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 of Section 9.3. All overtime shall be authorized by the employee's supervisor and approved by the Sheriff's designee.

**8.2.2.** All overtime work shall be offered to Regular Employee's, prior to making the work available to part-time employees or provisional appointees.

**8.2.3.** It shall be customary and a general practice for supervisors to use seniority when authorizing overtime within the overtime category descriptions. It shall be understood that an unusual or special situation may present itself that would make it impractical to use seniority and a deviation may be required. Overtime shall be defined in three (3) categories:

a) Incidental Overtime: A known situation but not scheduled; employee is on-duty (coming on or going off) and demand for extra work occurs. Incidental overtime will be offered first to the most senior employee in that job classification who is on-shift/going or-shift, and offered in descending order of seniority. Incidental overtime need not be offered to employees who are off-duty and at their residences.

b) Scheduled Overtime: A known planned situation for future overtime.

c) Obligatory Overtime: Prior approval impractical; unforeseen situation that may occur in employee's presence or by radio.

**8.2.4.** An employee's "regular rate" of compensation utilized for overtime calculation shall be calculated in compliance with applicable FLSA regulations.

**8.2.5.** 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) Accrued unused compensatory hours in excess of eighty (80) hours, as of December 31st of each calendar year, shall be cashed out at the employee's applicable straight time rate of pay. Such monies shall be provided to the employee at the next available payroll period. 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.

### 8.4. Court/Call Time

8.4.1. An employee required to attend a court hearing or proceeding emanating from performance of his or her official duties as an employee of the Grays Harbor Sheriff's Office during his or her off-duty hours; or any employee who is called out to work during his or her off duty hours shall be paid a minimum of two (2) hours. If the employee is required to attend court or is called out on his or her scheduled day off, the minimum shall consist of three (3) hours. All compensable hours shall be paid at the employee's applicable rate of pay.

8.4.2. Any part of an hour shall constitute a full hour for those hours worked above the minimums set forth in Section 9.4.1. The minimums listed above are not intended for hours worked in conjunction with an employee's regular scheduled hours of work.

### 8.5. Shift Differential

8.5.1. Any employee working the hours from 1800 to 0600 shall be compensated \$1.50 per hour for all hours worked during that designated time period.

### 8.6. Working Out of Classification

8.6.1. 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. 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.

### 8.7. Designated Pager Status

8.7.1. The Sheriff, or his designee, in a reasonable fashion and within appropriate shifts, may direct personnel to assume the status of a "designate pager". Such a status shall be such period of time as the Employer shall set. Time while on "designated page" status shall be compensated at the rate of three dollars (\$3.00) per hour, except upon holidays where it shall be compensated at four dollars (\$4.00) per hour.

### 8.8. Specialty Pay

8.8.1. 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.

8.8.2. 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.

8.8.3. 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.

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 medical, dental, and vision coverage listed below for each eligible employee, who has eighty (80) hours or more compensable hours in the preceding month. The monthly 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 and are listed below

<b>Programs</b>	<b>Monthly Premiums as of January 1, 2017</b>
Medical Plan A	\$1,367.40
Life AD&D Plan A	\$8.60
Time Loss Plan C	\$8.00
Disability Waiver	\$11.40
Dental - Plan "A"	\$130.50
Vision	\$14.90

9.1.2. **Maintenance of Benefits.** For the term of this Agreement, 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. If premium increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as modified by the trustees, such increases shall be paid in full by the Employer.

9.1.3. 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.

a) 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 for each employee in the amount of twenty four thousand dollars (\$24,000) for regular full-time employees and one thousand dollars (\$1,000.00) for married spouses of regular full-time employees with double indemnity for accidental death of the employee.

9.3. **Sick Leave**

9.3.1. Sick leave with pay shall be accrued and used by a full-time employee at the rate of the employee's regularly scheduled work day, for each completed month of service. For example, an employee who works four (4) ten (10) hour days shall accrue sick leave at ten (10) hours per month, and be debited ten (10) hours for each day of sick leave used. Partial months of employment shall be prorated for each employee. Part-time employees shall be entitled to that fractional part of the sick leave that the total number of hours of employment bears to the total number of full-time employment. Sick leave may be used in half hour increments.

9.3.2. An employee may utilize sick leave for personal illness, disability, or medical conditions or medical conditions which necessitate attendance and for the care of a spouse, registered domestic partner, 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) workdays 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. The employee shall be provided a reasonable amount of time to comply with the requirement to furnish a doctors letter.

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 its normal rate.

9.3.5. 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. Family and Medical Leave Act: Family medical leave benefits shall be made available to eligible employees in accordance with County Resolution 94-11. If any part of County Resolution No. 94-11 is determined to be in conflict with the Family Medical Leave Act, the Act shall prevail.

9.3.8. In the case of death of an employee, the employee's estate or designated beneficiary shall receive remuneration at a rate equal to one (1) hour's current straight time monetary compensation of the employee for each two (2) hours of accrued sick leave, to a maximum of one hundred and sixty (160) hours 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:

- a) Vacation boards shall be made available for selection no later than November 1st of the preceding year.
- 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. 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.
- c) Seniority, within the individual vacation boards, shall be utilized in the selection of preferred vacation times for those selections submitted prior to January 15 of each calendar year. Seniority shall not apply in vacation selections submitted after January 15th, all such selections shall be on a first submittal basis.
- d) The Employer shall respond to the aforementioned vacation requests no later than January 31st. Employees shall be provided with copies of their vacation authorization cards containing the appropriate signature.
- e) Employee 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 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. An employee who is terminated during the first six (6) months of employment shall not be eligible for vacation cash-out.

9.4.5. 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.

9.4.6. 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.

9.4.7. 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 and 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.

a) Holiday hours utilized but not earned during the calendar year may be debited from the employee's final paycheck in the event of employment separation prior to completion of the calendar year. Holiday hours earned but not utilized shall be cashed out at the employee's applicable rate of pay in the event of employment separation.

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 designated in 10.5.1 shall be compensated at time and one-half for all hours worked on such 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 shift commences on July 4 at 2300 hours, said employee would be credited with working

one (1) hour on a holiday. 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 grandparents or grandchildren of employee, such employee may upon written request, which may not be unreasonably denied, be granted three (3) consecutive days off with pay to attend the memorial or other formal service in honor of the deceased. Proof of relationship and/or death may be required by the Employer.

**9.6.2.** 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:

Beginning Month of Service	Added to Monthly Base Wage*
60 – 96	1.18%
97 -156	1.83%
157 – 216	2.48%
217 – 300	2.88%
301 - on	3.50%

\* Employees who under the terms of the previous agreement received a higher dollar amount of longevity than what is generated by the percentage amounts outlined in the above table shall have their longevity pay "red-circled" until such time the percentages outlined above create an increase in pay.

**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 Corrections Officers 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.** 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.

**9.8.3.** 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 four (4) year 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, an employee 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 two (2) fifteen minute rest breaks. 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. An employee, in lieu of a lunch break, shall be compensated an additional one-half hour each work day at the employee's straight time rate of pay. If the employee is relieved from duty for a thirty (30) minute lunch break then no monies shall be payable for the aforementioned lunch break. This provision shall be applicable to those Support Specialists primarily assigned to control room panel operations in the corrections facility.

**9.11. Deferred Compensation**

9.11.1. Effective January 1, 2013, the Employer agrees to match employee deferred compensation contributions up to a maximum of sixty-five dollars (\$65.00) each calendar month.

**10. GRIEVANCE PROCEDURE**

**10.1. Purpose**

10.1.1. The purpose of this grievance procedure is to provide a procedural means for 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 the Union may elect to use this grievance procedure whenever the employee and/or the Union believes 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 Step Three.

10.2.7. Step Three: A meeting with the County Commissioners 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.** Any grievance which is not resolved at Step Three as set forth in Section 10.2. PROCEDURE, may, at the option of either party, be referred to Arbitration for final resolution. The requesting party shall file the necessary petition with the American Arbitration Association for a list of seven (7) arbitrators from Washington and Oregon, 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 to, 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. A seniority roster shall be attached to this agreement as an appendix.

**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 & Recall**

**11.2.1.** An employee shall be provided with sixty (60) calendar days advance notice of pending layoffs. 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, employees shall be laid off in reverse order of seniority within division assignment, Corrections, constituting divisions for the purpose of this provision. An employee laid-off shall be recalled to their division and classification in reverse order of their lay-off, i.e., last laid off, first to be recalled.

11.2.4. An employee on layoff status shall be given priority consideration for placement in other classifications which become or are open during a period of layoff provided that they are qualified to fill the vacant position. This provision is not intended to circumvent the employee's recall to the classification from which they were laid off.

11.2.5. Layoffs 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 into previously attained promotional classifications in lieu of returning to their entry level position based upon their departmental seniority.

11.2.6. The divisions shall include the following classifications:

Division Assignment:	Employee Classifications:
Corrections:	Corrections Deputy, Corrections Sergeant., Corrections Lieutenant

11.2.7. These classifications are in existence at this time and are not intended to preclude newly created classifications. Additional classifications may require additions, deletions and/or modifications of the division Assignment. For lay off purposes, employees assigned to special duty, i.e., Transport Officer, etc., shall utilize seniority within the Division from which they had originally been assigned.

**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 employees' current placement on the assignment list, when a compelling reason is present.

**12.2. Use of Reserves/Volunteers**

12.2.1. Reserve Corrections Officers 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, 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, 2017.

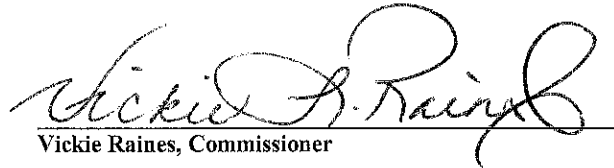
Teamsters Union Local No. 252

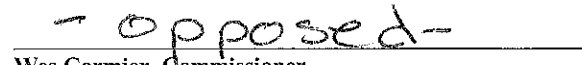
Grays Harbor Board of County Commissioners

  
Darren L. O'Neil, Secretary-Treasurer

  
Frank Gordon, Commissioner

  
Jim Pea, Business Agent

  
Vickie Raines, Commissioner

  
Wes Cormier, Commissioner

15. **APPENDIX A - Salaries & Classifications**

15.1. Effective January 1, 2017, the salary schedule shall be increased by two point two percent (2.0%) over 2016 wages, as set forth below:

2017 Monthly Base Salary	
Classification	Monthly Base Wage
Corrections Lieutenant	\$5797
Corrections Sergeant	\$5269

2016 Monthly Base Salary				
Classification	Step A 6m	Step B 6m	Step C 12 m	Step D Top
Corrections Officer	\$4133	\$4200	\$4261	\$4663

15.2. **Sergeant/Lieutenant Pay**

15.2.1. It is understood that the above Sergeant wages are computed to be 112% of top Corrections Officer pay; the Lieutenant rate is computed to be 1130% of Sergeant's pay.

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.

Employee	Classification	Original Date of Hire	Promotion Date
Lester Selin	Corrections Deputy	11/13/85	
Dennis Lusby	Corrections Lieutenant	02/03/97	05/10/02 (Sergeant) 01/13/15 (Lieutenant)
Kyle Parkin	Corrections Sergeant	07/06/98	05/11/02
Stefanie Terrell	Corrections Deputy	12/13/00	
Daniel Powell	Corrections Deputy	07/09/01	
Jeff Niles	Corrections Sergeant	08/20/01	07/28/11
Eugenia Buchanan	Corrections Deputy	03/11/02	
Kent Jones	Corrections Deputy	01/04/07	
Shane Swint	Corrections Deputy	01/18/07	
James Byrd	Corrections Lieutenant	02/14/07	07/27/11 (Sergeant) 02/02/15 (Lieutenant)
Doug Peterson	Corrections Deputy	10/29/07 re-hire 09/15/97 adjusted	
Edward Wallman	Corrections Deputy	01/29/09	
Steven Youmans	Corrections Deputy	09/27/10	
Jacob Stein	Corrections Deputy	11/18/11	
Dane Bonnell	Corrections Deputy	2/27/2014 hired; lateral credit to 3/27/2012	
Nathan Hoyt	Corrections Deputy	02/28/14	
Dane Walter	Corrections Deputy	08/07/14	
Jeremy Bogar	Corrections Deputy	02/13/16	
Tyson Farrar	Corrections Deputy	03/07/16	
Jamie Ancich	Corrections Deputy	06/27/16	
Kayla Morrissey	Corrections Deputy	07/05/16	