

ORIGINAL

COLLECTIVE BARGAINING AGREEMENT

Between

**KITTITAS COUNTY
BOARD OF COUNTY COMMISSIONERS**

And the

KITTITAS COUNTY SHERIFF

And

**TEAMSTERS UNION LOCAL NO. 760
Representing Line Deputies of the Sheriff's Office**

January 1, 2017 – December 31, 2021

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ARTICLE 1 – PREAMBLE AND PURPOSE OF AGREEMENT

- 1.1 This Agreement is entered into by and between the Board of Kittitas County Commissioners for Kittitas County, Washington, and the Kittitas County Sheriff, both of which are hereinafter referred to as the "Employer", and Teamsters Local Union No. 760, hereinafter referred to as the "Union", on behalf of the employees. The purpose of this Agreement is to comply with all applicable statutory provisions and to increase the general efficiency of the Sheriff's Office and to maintain harmonious relations between the County and the Union.
- 1.2 As part of the purpose of the Agreement, the parties agree to the inclusion of the subjects of wages, hours, working conditions and other provisions.

ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all regular full-time and regular part-time employees of the Kittitas County Sheriff's Office, excluding the Sheriff, Undersheriff, Command/Appointed Staff, volunteers, and employees of the Corrections Union.
- 2.2 Teamsters Local Union No. 760 recognizes the Board of County Commissioners and the Sheriff or their designees as representing the Employer.

ARTICLE 3 – UNION SECURITY AND DUES CHECK-OFF

- 3.1 All employees who, as of the date of execution of this Agreement, have signed or who, after the date of execution of this Agreement, sign a dues check-off authorization shall be obligated as a condition of employment to continue to pay regular dues each month to the Union through the check-off procedure for the duration of the Collective Bargaining Agreement. It shall be a condition of employment that new employees covered by this Agreement and hired after July 1, 1985, shall, on the thirtieth (30th) calendar day following the beginning of such employment become and remain members in good standing in the Union for the duration of the Collective Bargaining Agreement.
- 3.2 Pursuant to RCW 41.56.122, an employee who would otherwise pay an initiation fee and monthly dues to the Union may, based on bona fide religious tenets or teachings of a church or religious body of which the public employee is a member, forego such payment with written proof that an equivalent amount of money has been paid to a non-religious charity or to another charitable organization. If such employee pursuant to this section requests the Union to use the Grievance and Arbitration Procedure on the employee's behalf, the Union is authorized to charge the employee for the reasonable cost of using such procedure.
- 3.3 In the event an employee fails to apply for or maintain the employee's membership in the Union as required in Section 3.1 or 3.2 of this Agreement, the Union may give the Employer notice of this fact

and upon request of the Union within fourteen (14) calendar days following receipt of such notice, the service of such employee shall be terminated by the Employer.

- 3.4 When the Employer hires a new employee, the Employer shall, within fourteen (14) calendar days of the date of employment, notify the Union in writing giving the name, Social Security number, hire date, address and classification of the hired employee. The Union agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, orders or judgments arising from the administration and effects of this Section.
- 3.5 When provided with a "voluntary check-off" authorization form furnished by the Union and signed by the employee, the Employer agrees to deduct from that employee's pay as prescribed in the "voluntary check-off" form. The Union's applicable dues and/or service fees deducted from the employee shall be promptly forwarded to the Union by check along with an alphabetized list showing names and amounts deducted from each employee. The Union agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, orders or judgments arising from the administration and effects of this Section.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.1 The Union recognizes the prerogative of the Employer to operate and manage the affairs of the Sheriff's Office in accordance with the responsibilities of said Office, lawful powers and legal authority.
- 4.2 Affairs/prerogatives of the Sheriff shall include but not be limited to the following: (A) the right to establish lawful working rules and procedures; (B) the right to schedule work and overtime work, and the methods and processes by which said work is to be performed consistent with the Employer's obligations to the public; (C) the right to hire, transfer, suspend, discharge, lay off, recall, promote, or discipline employees as deemed necessary by the Employer as provided by this Agreement and/or as provided by the General Rules and Regulations of the Kittitas County Civil Service Commission; (D) the right to determine the size and composition of the work force and to assign employees to work locations and shifts; (E) the right to determine what law enforcement duties shall be performed by various Sheriff personnel; (F) the parties understand that incidental duties connected with operations, not enumerated in job descriptions, shall nevertheless be performed by the employees when requested by a superior; (G) the right to take actions as may be necessary to carry out Employer's services in emergencies. The foregoing Employer prerogatives shall not be deemed to be exclusive of other Employer prerogatives, which are not specifically referenced hereinabove.
- 4.3 **Past Practices:** If the Employer desires to change a past practice, it shall provide the Union with written notice and opportunity to discuss the proposed change. The Union may challenge the reasonableness of any proposed change which remains unresolved by appealing to an arbitrator whose opinion or decision shall be advisory and not binding on the parties.

ARTICLE 5 – UNION RIGHTS

- 5.1 The Union and its membership does not waive its rights under applicable State laws or Federal Law except as those rights are waived, affected or set forth within the terms and conditions of this Agreement.

ARTICLE 6 – EMPLOYEE RIGHTS

- 6.1 Every employee who becomes the subject of an internal investigation shall be advised at the time of an interview that he is suspected of: (A) committing a criminal offense; (B) misconduct that could be grounds for termination or discharge, demotion, suspension without pay or written warning; or, (C) that he may not be qualified for continued employment with the Sheriff's Office.
- 6.2 Any employee who becomes the subject of a criminal investigation may have legal counsel present during all interviews. This representation by counsel is confined to counseling, and not actual participation in the investigation. A criminal investigation as used herein shall be interpreted as any action which could result in the filing of a criminal charge.
- 6.3 A major investigation as used herein shall be interpreted as action which could result in dismissal from the Sheriff's Office. The employee shall be informed in writing of the nature of the major investigation if he/she is a suspect, before an interview commences.
- 6.4 The interview of any employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigency of the interview dictates otherwise.
- 6.5 The employee, Employer or Union may request that a major investigation interview be recorded, either mechanically or by a stenographer. The party(s) requesting such recording shall pay for said recording and transcription thereof. Upon request, the employee under major investigation shall be provided an exact copy of any written statement the employee has signed.
- 6.6 Interviewing shall be completed within a legally reasonable time and in a reasonable manner. In major investigation interviews, the employee shall be afforded an opportunity to contact and consult privately with an attorney of their choosing, or a representative of the Union, before being interviewed.
- 6.7 In the event dismissal of an employee becomes imminent and the Sheriff determines an alternative to said dismissal is the employee's resignation, said employee will be provided a reasonable opportunity to confer with the Union before being requested to respond to the offer of resignation.
- 6.8 Employees will not be required to unwillingly submit to a polygraph test; provided, however, this provision does not apply to either the initial application for employment or who has applied for a change in his classification, or to Lieutenant, Captain, or higher. Provided, further, if the Sheriff offers an employee the opportunity to take the polygraph test regarding potential involvement in

criminal activity or the potential for disciplinary action, the employee after consulting with the Union may agree to a stipulated polygraph.

ARTICLE 7 – DEFINITIONS OF EMPLOYEES

7.1 **Regular Line Deputy:** A regular line deputy is a full-time uniformed employee as defined in RCW 41.56.030(13) who has been approved by the Civil Service Commission, has served his probationary period and is employed on a regular basis. Such employee shall be paid the wage rate and be provided the benefits established in the terms and conditions of this Collective Bargaining Agreement.

7.2 **Probationary Employee:** A probationary employee shall be defined as any new hire that has never been employed by the Employer during the previous twelve (12) calendar months, and has not completed twelve (12) calendar months of service with the Employer since the first day of employment, or eight (8) months of service since receipt of Peace Officer Certification, whichever is later. Probationary employees shall work under the provisions of this Agreement but shall be only on a trial basis, during which period said employee may be discharged without recourse. The probationary status of an employee who has not attended the basic law enforcement training course is addressed in Section 7.3 below.

Probationary Status Limitations: Any probationary employee who, through no fault of his own, is unable to attend and complete the appropriate basic law enforcement training course within the probationary period set forth in Section 7.2 above, shall be entitled to the benefits accorded regular employee status with the exception that said employee must satisfactorily complete said appropriate basic law enforcement training course within fifteen (15) calendar months from the first day of employment subject to the following conditions:

- A. The Employer agrees to encourage and make provisions for the training of new employees.
- B. If an employee fails to attend or satisfactorily complete the appropriate basic law enforcement training course within fifteen (15) calendar months from the first day of employment, said employee shall be terminated without recourse except as noted in C.
- C. In the event the Sheriff petitions the Washington State Criminal Justice Training Commission for an extension of the fifteen (15) calendar month time limitation with respect to a particular employee and said extension is granted, then if said employee fails to satisfactorily complete the appropriate basic law enforcement training course, said employee shall be terminated without recourse.

7.3 **Reserve Unit:** There shall exist at the option of the Employer a reserve unit of law enforcement reserve deputies to which the provisions of this labor agreement shall not apply. The Employer will notify regular employees by posting the commissioned versus non-commissioned status of reserve law enforcement deputies. Regular employees, as required by the Employer, shall work with reserve law enforcement deputies regardless of commissioned versus non-commissioned status. This unit

of law enforcement reserve deputies may be utilized as determined by the Employer, to perform those duties normally performed by bargaining unit personnel only after reasonable effort has been made to offer regular employees the opportunity for work, so long as it would not qualify as overtime under the Fair Labor Standards Act provisions. Usage of reserve law enforcement deputies would be limited to circumstances involving temporary replacement of regular employees in case of vacations, holidays, sickness, schooling, weekend transport when regular deputies are not available, short handedness in personnel, and those circumstances involved in a bona fide emergency as set forth in Section 11.13.

7.4 **Lateral Deputy:** A Lateral Deputy shall be defined as any new lateral hire who has not less than twelve (12) consecutive months of full time, compensated law enforcement experience, who successfully completed a probationary period from a recognized law enforcement entity and who has successfully completed a course of Basic Law Enforcement Academy Training from the Washington State Criminal Justice Training Commission, or from another local, State or Federal Law Enforcement Training program recognized by the WSCJTC, and who has not been separated from full time law enforcement employment for a period of time greater than twenty-four (24) months at the time of application to the Sheriff's Office.

Candidates who apply for consideration as a of Lateral Deputy, but who do not have training or certification recognized by the Washington State Criminal Justice Training Commission, cannot be considered a lateral hire, as they would by law be required to attend the full WSCJTC 720 hour BLEA training prior being certified as Peace Officers in Washington State.

7.4.1 **Lateral Deputy Salary:** An applicant selected for appointment who is currently certified as a Peace Officer in Washington State may, at the discretion of the Sheriff, begin working at an initial salary level equivalent to that of a Deputy following one (1) year of service, or one (1) step above that of an entry level deputy. Applicants selected for appointment who are currently certified as Peace Officers in Washington State, and who possess additional documented unique, specific or particularly sought after experience and/or training, may at the discretion of the Sheriff, begin working at an initial salary level equivalent to that of a Deputy following two (2) years of service.

Applicants selected for appointment that possess Basic Law Enforcement Training recognized by the WSCJTC, but who are from another State or Federal Agency, are required by law to successfully pass the WSCJTC Equivalency Academy prior to being certified in Washington State as Peace Officers. Consequently, any employee hired who is not at the time of appointment certified as a Peace Officer in Washington State, will be hired at the entry level salary. Upon successfully obtaining certification as a Peace Officer in Washington State, that employee may submit a written request to the Sheriff to have their salary step increased. Any such increase granted shall be at the discretion of the Sheriff. Deputies so requesting may be allowed a salary step increase as outlined in the preceding paragraph. Such salary step increases will be effective at the time the request is authorized by the Sheriff, and shall not be retroactive to the date of hire.

ARTICLE 8 - SENIORITY

8.1 Seniority, as used in this Agreement, shall be defined as continuous years of service within the Line division of the Kittitas County Sheriff's Office for purposes of Layoff/Recall, Vacation Bidding, and Overtime.

For the purpose of this Article, "Line Division" shall mean all Line Deputies irrespective of assignment or rank. Previous time served within the Corrections division does not apply, nor do years of service with another agency for a Lateral employee.

For purposes of Longevity, seniority shall be defined in Article 22.

For purposes of restructure, seniority shall be based on the time in rank; bumping rights will apply.

8.2 The Employer will provide the Union with copies of the seniority list upon request. This list may include the following dates: hire date, adjusted hire date, position date, service date, union date, and compensation status. Should more than one (1) employee have the same hire date, individuals involved will determine seniority by use of their Civil Service Examination Ranking.

8.3 An employee shall lose all seniority, forfeit all rights and the Employer shall have no obligation to rehire said employee under the following conditions:

- A. The employee voluntarily leaves the service of the Employer; or,
- B. The employee is discharged for just cause; or
- C. The employee is discharged during the probationary period; or,
- D. The employee is laid off for a period in excess of twelve (12) consecutive calendar months.

8.4 An employee promoted to a higher classification, including classifications outside this contract, shall be considered on probation for twelve (12) consecutive calendar months. If the promoted employee declines the job or the Employer deems the employee to be unsuited for the job within twelve (12) consecutive calendar months, the employee shall revert to the employee's former position without prejudice. Employees who promote outside this contract to Unclassified Service shall not lose his/her permanent Civil Service Status. The employee may request to return to his/her previous position at any time, without prejudice. The move will occur within thirty (30) calendar days, or as mutually agreed. Likewise, the Sheriff may determine that the employee shall be returned to their previous highest ranking Civil Service position at any time, without prejudice.

8.5 If the Sheriff decides to fill a new or vacant position, seniority may be the determining factor provided the applicants are otherwise equally qualified based upon examination, training, experience, performance and ability as determined by the Sheriff.

In the event a specialty assignment becomes available, such as school resource officer, detective, or other designated specialty, the Sheriff will determine appointment to said assignment. Specialty assignments may be used as a training opportunity. Employees selected for specialty assignments

may request to be removed from the assignment at any time, or may be rotated out at the discretion of the Sheriff at any time, without prejudice.

ARTICLE 9 – LAYOFF AND RECALL

9.1 In the event of a layoff or reduction in personnel by the Employer, employees will be laid off by classification in reverse order of their seniority provided that the remaining employees can perform the work in a satisfactory manner as determined by the Sheriff. In the event of a post layoff vacancy in the Sheriff’s Office, an employee who has been laid off will have the first opportunity to fill said vacancy or vacancies by the order of their seniority. The last employee laid off will be the first person recalled. Recall rights are valid for the period twelve (12) months following the layoff or reduction in personnel. Notification of eligibility shall be by registered or certified mail to the employee’s last known address. An employee shall have fourteen (14) calendar days from the date of mailing to give notice of accepting or rejecting re-employment, and shall be back on the job within fourteen (14) calendar days of accepting said offer, not to exceed thirty (30) days total from date of mailing to return to work, or forfeit all call-back rights under this article. Failure to respond, or rejection of re-employment, will result in removal from the recall list.

ARTICLE 10 – HOLIDAYS/ANNUAL LEAVE

10.1 All regular employees shall accrue and be granted the following vacation and/or holiday accumulation hereinafter referred to as annual leave, according to the following schedule:

<i>Continuous Service</i>	<i>Vacation (in days)</i>	<i>Holidays (in days)</i>	<i>Annual Leave (in days)</i>	<i>Annual Leave Monthly Accumulation</i>
0 through 7 yrs	15	11	26	17.33 hours
8 through 15 yrs	19.5	11	30.5	20.33 hours
16 through 22 yrs	25.5	11	36.5	24.33 hours
23 yrs & over	27	11	38	25.33 hours

10.2 Regular part-time eligible employee’s annual leave shall be on a pro-rata basis, based upon the employee’s assigned hours.

10.3 A new employee will accrue annual leave but shall not be entitled to utilize said annual leave during the first six (6) months of employment except in the event of an emergency as determined by the Sheriff.

10.4 The following holidays are recognized as those for which annual leave is granted and accounted for in 10.1:

New Year’s Day, Martin Luther King’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Day Following Thanksgiving, Christmas Day, Floating Holiday.

- 10.5 Should State law be amended to mandate any additional holidays for employees covered by this Collective Bargaining Agreement, then Section 10.1 and 10.4 would be amended accordingly.
- 10.6 Accrued annual leave shall be paid to all regular employees who leave the service of the Employer for any reason, subject to the provisions of Section 10.7 below. If an employee leaves employment for whatever reason prior to the accrual of any of the holidays referenced in Section 10.4 above, said employee shall not be paid for said vacation/holiday day and the appropriate amount shall be deducted from said employee's last paycheck.
- 10.7 Annual leave may be accumulated up to a total of two hundred forty (240) work hours (pro-rated for regular part-time employees). Any accrued leave in excess of two hundred forty (240) work hours will be taken as straight-time pay as of the last pay period in January, except if said excess accrual is caused by the actions of the employee, in which case there shall be no compensation for said excess hours. If accrued leave exists in excess of two hundred forty (240) hours which is taken as straight time pay, the computation for said payment shall be at the pay rate applicable when the leave was accrued. Any employee who leaves employment will receive no more than two hundred forty (240) hours annual leave paid at the time of termination or retirement.
- 10.8 The Employer will allow a minimum of two (2) employees on vacation fifty-two (52) weeks during the year.
- 10.9 **Vacation Scheduling**: The Employer will provide a full year calendar in a conspicuous location for the purpose of vacation bidding.
- 10.9.1 Vacation bidding shall commence November 1, of every calendar year, for scheduling in the following calendar year.
- 10.9.2 Full week vacation bidding shall be granted in order of seniority based on continuous years of service within the Line division of the Kittitas County Sheriff's Office; meaning, previous time served within the Corrections division does not apply, nor do years of service with another agency for a Lateral employee. Each employee shall have five (5) days to bid; however, each employee may bid a maximum of two (2) weeks until such time the seniority list has been exhausted, at which time bidding shall commence in order of seniority a second time, wherein employees shall be allowed to select their remaining available vacation weeks.
- 10.9.3 Upon completion of full week bids, the employees will commence bidding in order of seniority less than full week days off until the seniority list has been exhausted.
- 10.9.4 **Pass Bid**: Employees may pass bid any and all of their full weeks' vacation; however, such employees will be subject to Section 10.10.
- 10.10 All pass bid requests for leave are subject to approval in writing by the employee's supervisor or their designee, on a first asked, first allowed basis; but if such a request is denied, the reasons for such denial shall be fully explained in writing.

ARTICLE 11 – HOURS OF WORK - OVERTIME

- 11.1 The work day shall be established at the discretion of the Sheriff and shall consist of eight (8), ten (10) or twelve (12) hour shifts, including meal period and rest periods depending on the shift worked as set forth in Section 11.1.1, 11.1.2 and 11.1.3 below.
- 11.1.1 **(5-8's)**: In cases of a work shift of five (5) eight (8) hour work days, the work week shall consist of forty (40) hours of work, with two (2) consecutive days off, except during a normal shift rotation. The Sheriff shall provide a minimum of eight (8) consecutive hours off between shifts.
- 11.1.2 **(4-10's)**: In cases of a work shift of four (4) ten (10) hour work days, the work week shall consist of forty (40) hours of work, with three (3) consecutive days off, except during a normal shift rotation. The Sheriff shall provide a minimum of eight (8) consecutive hours off between shifts.
- 11.1.3 **(12 hours)**: In cases of a work shift of twelve (12) hours per shift, work hours shall not exceed 160 hours in a 28-day work period, except during normal shift rotation. The Sheriff shall provide a minimum of eight (8) consecutive hours off between shifts.
- 11.2 In the event of a bona fide emergency; or when employees quit; or employees fail to report for work; or employees are granted time off in writing; the Sheriff may alter work days and/or work weeks.
- 11.3 There shall be twelve (12) pay periods for each calendar year.
- 11.4 **Line Deputies**: Each workday shall include a thirty (30) minute meal period as near the middle of the work day as practical. Rest breaks or coffee breaks shall consist of two (2) fifteen (15) minute periods, one (1) during the first (1st) half (1/2) of the shift, the second during the second (2nd) half of the shift. Additional ten (10) minute paid rest periods shall be granted for each two (2) hour period worked in excess of eight (8) hours. In a bona fide emergency situation, a meal period and/or rest break may be altered or missed and said rest break missed because of a bona fide emergency shall not be recoverable as overtime. All other rest breaks or meal periods missed as directed by the Sheriff, his designee, or through authorized dispatch, shall be recoverable as overtime.
- 11.5 **Work Shifts and Schedules**: A work period shall consist of four (4) seven (7) day weeks in any twenty-eight (28) day period, with work days and work weeks as defined in Sections 11.1 and 11.2. Work shifts and schedules shall uniformly rotate every two (2) consecutive calendar months at the first day of every second month or at other intervals as may be mutually agreed to between the Sheriff and the Union.
- 11.6 The shift schedule shall be determined by the Employer, and shall uniformly rotate. The Employer shall give at least seven (7) calendar days' notice, except in a bona fide emergency, prior to changing

the employee's assigned shift. Said notice shall be posted showing the employee's shift, work days, and hours.

- 11.7 Employees may change shifts when unforeseen circumstances arise provided they first request and receive approval from the Sheriff, his designee, or their immediate supervisor. Such exchange of shifts shall not by itself constitute a basis for entitlement to overtime compensation.

11.7.1 Employees shall be permitted to voluntarily trade / exchange shifts within the squad. Each employee shall work, at a minimum, one opposite shift per calendar year (e.g. rotate to days or nights). Requests must be made in writing to the immediate supervisor; signed by both employees requesting the trade / exchange. The Sheriff or his designee will approve or deny all requests for exchanges.

The Union and Sheriff agree that should problems arise regarding approval of shift trades / exchanges the parties shall meet to discuss the issue(s) for resolution. It is further agreed the disputes regarding shift trades / exchanges are not subject to Article 18 – Grievance Procedure.

The recipient of each shift assumes full ownership as if it is his / her own shift. Hours involved in the trade / exchange will not be subject to overtime pay without approval of the Sheriff or his designee.

- 11.8 In the event of a bona fide emergency, the Sheriff may alter the assigned work shifts by giving as prompt as possible notification to the affected employees. Said employees shall not receive overtime for working said rescheduled work shift. The Sheriff shall not reschedule assigned work shifts for purposes of avoiding payment of overtime.

- 11.9 **Overtime:** For a work schedule of five (5) days, eight (8) hours per day, all hours worked in excess of eight (8) hours per day shall be compensated for at one and one-half (1 1/2) times the employee's regular straight time hourly rate. If a four (4) day ten (10) hour per day schedule is implemented, all hours worked in excess of ten (10) hours per day shall be compensated for at one and one-half (1 1/2) times the employee's regular straight time hourly rate for the affected employees. All hours in excess of forty (40) in a seven (7) day period shall be paid at one and one-half (1 ½) times the employee's regular time rate of pay. If twelve (12) hour shifts are worked, all hours worked in excess of twelve (12) hours per shift, or 160 hours in a 28-day work period, shall be compensated at one and one-half (1 ½) times the employee's regular full rate of pay.

11.9.1 All overtime shall be paid for in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes. There shall be no pyramiding of overtime.

11.9.2 **Callback:** An employee who is required to return to work after having completed his/her regular shift, and having left the premises, shall be paid a minimum of four (4) hours of pay

at the applicable rate. Time shall be computed on a portal-to-portal basis. This section shall not apply to Section 11.11 Court Time.

- 11.9.3 **Callout:** An employee who is required to report to work less than two (2) hours prior to the beginning of a regularly assigned shift shall receive two (2) hours at the overtime rate of pay. Said employee shall be allowed to complete the employee's regular scheduled shift. There shall be no pyramiding of overtime.
- 11.9.4 **Call-in:** An employee called in on a scheduled day off shall receive a minimum of four (4) hours pay at the overtime rate of pay. If over four (4) hours work the employee shall receive actual time worked.
- 11.9.5 **Meeting and Scheduled Events:** Employees returning to work or coming in for a scheduled event/training/meeting shall receive a minimum of two (2) hours pay at the applicable overtime rate of pay. If over two (2) hours the employee shall receive actual time.
- 11.10 **Compensatory Time Off:** In lieu of payment for overtime, an employee may request compensatory time off. Compensatory time may be carried forward from work period to work period to a maximum accumulation of forty (40) hours. If it is necessary for the Sheriff to deny compensatory time off at the requested time, due to manpower or other limitations, the employee shall be entitled to payment for the compensatory time. Hours in excess of forty (40) per week as defined in Section 11.9, shall be compensated for at time and one-half (1 ½) in compensatory time off with the approval of the Sheriff.
- 11.11 **Court Time:** Any employee who is required to appear and/or testify in court as a result of circumstances which occurred in the line of duty on his own time or time other than his regular duty hours shall be paid as set forth in Section 11.9 herein while in or awaiting court with a minimum of two (2) hours' time worked. If the employee has not followed the court requirement verification procedures set forth by the Sheriff, said employee will relinquish the employee's right to the time worked. Nothing in this section is construed to require pay for time spent in personal suits, either civil or criminal.
- 11.12 When an employee drives, travel time to and from any Employer-required authorized and assigned school or training shall be considered hours worked in accordance with the Fair Labor Standards Act.
- 11.13 The term "bona fide emergency" includes a life-threatening situation; civil disorder; natural disaster; sudden unexpected happening; unforeseen occurrence or condition; complication of circumstances; sudden or unexpected occasion for action; or pressing necessity.
- 11.14 **Voluntary Overtime:** The Sheriff will notify eligible employees of anticipated available overtime. Assignment of such overtime will then be made by the Sheriff or designee. Assignment of overtime shall be made upon the employee's preference and seniority, except in cases of emergency, or of less than twenty-four (24) hours' notice. For purposes of voluntary overtime, seniority is defined as

years of continuous service within the Line division of the Kittitas County Sheriff's Office; meaning, previous time served within the Corrections division does not apply, nor do years of service with another agency for a Lateral hire.

In cases where **less than twenty-four (24) hours' notice** is available, the Sheriff shall call employees in order of those best suited for the situation, not necessarily in order of seniority, until an available employee is found.

Overtime communication and assignment procedure for opportunities **between twenty-four (24) and seventy-two (72) hours** shall be:

- 1) A group text will be sent to all deputies' designated phone numbers;
- 2) The most senior qualified deputy who calls to confirm his/her interest within two (2) hours of the text shall be assigned the overtime work. Response by text message shall not be allowed.

A senior employee may not bump a junior employee scheduled for overtime within seventy-two (72) hours of the scheduled overtime.

ARTICLE 12 – BEREAVEMENT LEAVE

- 12.1 An employee shall be allowed up to three (3) working days with full pay in the event of the death of an immediate family member. With approval of the Sheriff or designee, leave may be increased by two (2) days, to a maximum of five (5) working days with full bereavement leave pay in the event the death/funeral occurs out of state. Additional leave days may be granted at the discretion of the Sheriff through use of the appropriate leave bank. Immediate family shall be defined as persons related by blood or marriage, guardianship, or legal adoption to the extent of: spouse, child, parent, brother, sister, grandparent or grandchild, a more distant relative if living in the same household, or as provided by statute.

ARTICLE 13 – SICK LEAVE

- 13.1 **Sick Leave Accrual:** Employees shall be awarded one (1) day, eight (8) hours, of sick leave for each month of employment, and may accumulate up to one hundred thirty-two (132) days, one thousand fifty-six (1,056) hours of sick leave.
- 13.2 Less than full-time eligible employees shall accumulate sick leave on a pro-rata basis not to exceed twelve (12) working days per year, based upon the employee's assigned hours.
- 13.3 A deduction of one (1) working day of accrued sick leave shall be applied for each full day absent due to illness, injury, medical treatment, or to care for a member of the employee's immediate family. Immediate family shall be defined as persons related by blood or marriage, guardianship, or legal adoption to the extent of: spouse, child, parent, brother, sister, grandparent or grandchild, a more distant relative if living in the same household, or as provided by statute. Should an eligible employee use less than one (1) full working day of sick leave, such sick leave will be deducted on an hour-for-hour basis in one quarter (1/4) hour increments.

- 13.4 Whenever an employee is on vacation or annual leave and becomes sick or disabled so as to prevent his employment if required to work, he may charge such absence to his accumulated sick leave account by satisfactory notice at the time of sickness or disability to the Employer. The scheduled time off shall be deferred to a later date.
- 13.5 If an employee is absent from work three (3) days or more, the Sheriff may require a doctor's certification of leave and anticipated date for return to work and/or fitness to return to work. The original documents will be forwarded to Human Resources.
- 13.6 Any employee found to have abused the provisions of sick leave privilege by falsification or misrepresentation may be subject to disciplinary action.
- 13.7 **Sick Leave Buy-out:** Upon a break in seniority, employees hired prior to August 1, 1985 shall receive in cash, twenty-five percent (25%) of his accumulated sick leave. Employees hired after August 1, 1985, shall not be entitled to any compensation for accumulated sick leave.
- 13.8 **Insurance Continuation By Employee:** An employee who is absent from work due to illness or injury shall be responsible for payment of the Employer and the employee's portion of the premium of the Health Care Benefit insurance programs during those months in which he has no compensation owing, (i.e. for work performed for accumulated sick leave and/or in lieu thereof; for accrued vacation time; or insufficient compensation). This provision is conditioned by the fact that if there are restrictions, limitations, or prohibitions by the insurance carriers or the Washington Teamsters Welfare Trust procedures and guidelines, then no such opportunity or benefit will be provided.
- 13.9 **Leave Sharing:** Employees may exercise leave sharing rights in accordance with Kittitas County's Shared Leave Policy.
- 13.10 **Family Medical Leave Act (FMLA), and other federal and state mandated family leave:** Under the terms of The Family and Medical Leave Act of 1993 (FMLA), Title 29, Part 825 of the Code of Regulations, employees may request leave without pay under the following conditions:
- A. For the birth of a son or daughter, and to care for the newborn child;
 - B. For placement with the employee of a son or daughter for adoption or foster care;
 - C. To care for the employee's spouse, son, daughter or parent with a serious health condition; and,
 - D. Because of a serious health condition that makes the employee unable to perform the function of the employee's job.
- 13.10.1 Consistent with FMLA and adopted regulations, eligible employees are entitled to request leave without pay for up to twelve (12) work weeks within a twelve (12) month period. The twelve (12) month period is a rolling twelve (12) month period measured backward from the previous date leave was taken and is continuous with each additional leave day taken.

13.10.2 This policy shall be consistent with the FMLA and adopted regulations, and is not intended to expand upon the rights set forth in said Act or regulations. The Employer will require employees to first use and exhaust all paid leave available to the employee as part of any family medical leave. The employee is required to request, in writing, family medical leave on forms provided by the County, which includes a physician's verification. The County will continue to pay Health & Welfare plans and life insurance consistent with Article 24 of this Agreement during qualified family medical leave.

13.10.3 The employer agrees to follow all other federal and state mandated family leave, such as the Family Leave Act and Family Care Act.

13.11 **Worker's Compensation and DRS:** The Employer will follow all applicable RCW's, WAC's, and program rules pertaining to Worker's Compensation and DRS service credit buy back for periods of temporary disability.

ARTICLE 14 – MILITARY LEAVE

14.1 Every employee covered by this agreement who is a member of the Washington National Guard or of the army, navy, air force, coast guard, or marine corps reserve of the United States, or of any organized reserve or armed forces of the United States shall be entitled to, and shall be granted, military leave of absence from employment for a period not exceeding twenty-one (21) days during each year beginning October 1st and ending the following September 30th. Such leave shall be granted in order that the person may report for active duty, when called, or take part in active training duty in such manner and at such time as he or she may be ordered to active duty or active training 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. During the period of military leave, the employee shall receive from the Employer the employee's regular rate of pay for their permanent classification. When orders are issued, a copy will be provided to the supervisor prior to leave being taken.

ARTICLE 15 – COMPENSATION FOR WITNESS OR JURY DUTY

15.1 An employee shall continue to receive the employee's regular salary for periods of required service as a juror or witness for a work-related case. An employee shall not receive any salary for periods of service as a witness in a civil case or a criminal case in which they are a defendant. The Employer shall pay the difference between the scheduled fees and the employee's hourly wage. The employee shall not be required on his own time to apply for such fees. Employees will be expected to report for work when less than a normal work day is required by such duties. The Sheriff will endeavor to schedule an employee's shift during the day if said employee is selected as a juror and if such accommodation is possible and does not jeopardize police service coverage.

ARTICLE 16 – LEAVE OF ABSENCE

- 16.1 A leave of absence is an approved absence from employment without pay and without loss of seniority. At the discretion of the Sheriff, the Employer may grant a leave of absence for a period of up to six (6) calendar months. This period may be extended by mutual agreement between the Employer and the Union. Such leaves shall be in writing with a copy to the Union. The request must be in writing and must be submitted sixty (60) calendar days prior to effective date. During the time that an employee is on a leave of absence without pay, said employee shall not accrue sick leave, annual leave and other benefits provided to employees who are regularly working.
- 16.2 Subject to the terms, conditions, and limitations of the applicable plans, health insurance premiums will not be paid by Kittitas County during the course of a non-FMLA unpaid leave of absence. Premium benefits paid by Kittitas County will be prorated to the percentage of hours actually worked. The employee will be responsible for the difference between the County-paid prorated cost and the full premium amount. Following the first full month of return to work, benefits will again be provided by Kittitas County according to the applicable plans. Should the health plan require termination of coverage for unpaid leave of absence, the employee will be offered COBRA.

ARTICLE 17 – DISCIPLINE AND DISCIPLINARY PROCEDURES

- 17.1 The Sheriff or his designee may discipline an employee only for just cause inclusive of such events as may be deemed to be just cause as set forth in the Rules and Regulations of the Kittitas County Civil Service Commission but not necessarily limited thereto. Discipline shall be carried out in a manner which is least likely to embarrass the employee before other employees or the public.
- 17.2 Disciplinary action or measures shall include only the following:
- A. Written reprimand
 - B. Suspension without pay
 - C. Demotion
 - D. Discharge
- 17.3 The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance and to allow the Employer to document prior disciplinary matters. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offense and prior record of performance inclusive of field notes referencing oral counseling/warnings relating to misconduct, the order in which these criteria appear is not indicative of their priority. An employee may be suspended without pay when said employee has first received one (1) written reprimand relating to said employee's previous work or conduct. An employee may be discharged when said employee has first received a suspension relating to said employee's previous work or conduct. All previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action. The following illustrates the disciplinary actions and options available to the Sheriff under this concept:

- A. First offense . . . written reprimand
 - B. Second offense . . . written reprimand, suspension without pay
 - C. Third offense . . . written reprimand, suspension without pay, demotion, discharge.
- 17.4 Notwithstanding subsection 17.3 above, the Sheriff may immediately suspend without pay or discharge an employee for a serious event which constitutes just cause for discipline inclusive of such events as are deemed to be just cause by the Kittitas County Civil Service Commission as set forth in the Commission's Rules and Regulations or as amended.
- 17.5 Complaints which could result in discipline shall be brought to the attention of the employee within fifteen (15) calendar days after the supervisor learns of the complaint. The Sheriff shall have thirty (30) days following notice to the employee to make a decision regarding the discipline. This time limit may be extended due to unexpected caseload, vacation conflicts, emergency or other necessary reason. Notice to the Union setting forth the reasons for extension shall be provided by the Sheriff. In cases involving internal investigations or criminal conduct where disclosure could affect the investigation, the timelines set forth above shall not apply.
- 17.6 Any employee who is under investigation for disciplinary action which may result in a permanent notation in the employee's personnel file or which may result in suspension without pay, demotion, or discharge, shall, before being required to respond or answer questions pertaining thereto, be informed of the existence and nature of the investigation.
- 17.7 The provisions of this Article shall not apply to newly hired employees serving a probationary period. Probationary employees shall work under the provisions of this Agreement, but shall be only on a trial basis, during which period they may be discharged without any recourse. Probationary employees shall have access to the grievance procedure for any non-disciplinary matters.
- 17.8 Any disciplinary action, as defined in 17.3 above, issued by a supervisor other than the Sheriff, shall not be final unless affirmed in writing by the Sheriff. Notations or copies of any such disciplinary action shall be sent to the Union at the time it is given to the employee.
- 17.9 Unless circumstances exist, which warrant immediate suspension or discharge, the employee shall before the disciplinary action is finalized, have the opportunity to discuss the matter with his immediate supervisor and the Sheriff, and be informed of the nature of the charges, and the facts supporting them. The employee shall be given an opportunity to respond to the charges, including a reasonable time (not to exceed ten (10) calendar days) to consult a Union representative.
- 17.10 An employee shall have the right to have a disciplinary action against him/her reviewed for just cause and severity of discipline through either of the following procedures. At the employee's option, an appeal can be made through the grievance procedure as outlined in Article 18, or through the Kittitas County Civil Service Commission. The employee's decision of appeals procedure shall be final and binding on all parties. The employee must exercise the employee's option within

ten (10) calendar days of the disciplinary action otherwise the appeal shall be null and void and the disciplinary action shall remain as taken. The employee must choose one procedure or the other; said employee cannot exercise an appeal under both procedures.

- 17.11 Should any employee opt to file a written demand for an investigatory hearing regarding the disciplinary action through the Kittitas County Civil Service Commission, the matter shall be handled in accordance with applicable procedures as contained in the Rules and Regulations of the Kittitas County Civil Service Commission.
- 17.12 Should any employee opt to grieve a disciplinary action through the provisions of the grievance procedure, the matter shall be handled in accordance with Article 18.

ARTICLE 18 – GRIEVANCE PROCEDURES

- 18.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly. If, however, a grievance cannot be resolved through informal means, the grievance will be settled as hereinafter provided.
- 18.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement between the Employer and the Union.
- 18.3 Any party who believes that they have a grievance arising out of the terms of this Agreement may personally, or through a representative, apply for relief under the provisions of this Article.
- 18.4 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless waived or extended by mutual agreement of the parties to the grievance.
- 18.5 If any party fails to file a grievance, other than for disciplinary actions, within thirty (30) calendar days of its occurrence, then said grievance shall be forever waived and shall be null and void. If a matter involves disciplinary action, then any party must file either a written demand for an investigatory hearing before the Civil Service Commission or a grievance within ten (10) calendar days from the date of such disciplinary action otherwise said appeal or grievance is forever waived and shall be null and void. Failure to pursue a grievance to the next step renders final and conclusive the last determination and response.
- 18.6 A grievance may be verbally presented by the aggrieved employee to the employee's immediate supervisor. The employee shall have the option of being accompanied by his Union representative, or a representative of their own choosing, if he feels that it is necessary. The immediate supervisor shall respond within three (3) working days of receipt of the verbal grievance. If the matter is not satisfactorily resolved, then the grievant may initiate a formal grievance in accordance with the provisions hereinabove and the following procedure, which in any case, shall be done within ten

(10) calendar days of the date of disciplinary action or within thirty (30) calendar days from the date of another type of occurrence.

18.7 Should the Union or the Employer have a concern which could result in a grievance, either party may choose to bring up the matter within thirty (30) calendar days of the concern giving rise to the potential grievance or said grievance shall be forever waived and null and void. The aggrieved party shall first discuss the matter with the other party to provide an opportunity for clarification and/or appropriate adjustment, consistent with the terms of this Agreement. Should the matter not be resolved informally, the moving party may elect to take the matter to formal grievance.

18.8 The formal grievance procedure shall be as follows:

Step 1:

If the grievance involves occurrences other than disciplinary actions, the grievance shall be presented in written form to the employee's division head within thirty (30) calendar days from its occurrence. The division head shall respond in writing within twenty (20) calendar days after receiving said grievance. In the event the matter relates to disciplinary action, then the grievance shall be presented in written form to the employee's division head within ten (10) calendar days from the disciplinary action. Since disciplinary action is not final unless approved by the Sheriff, the grievance may be presented in written form within ten (10) calendar days from the date of the occurrence directly to Step 2 of the grievance procedure.

Step 2:

A. If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within ten (10) calendar days of the response in Step 1, above, the grievance in written form, shall be presented to the Sheriff. Thereafter, the Sheriff shall respond in writing to the aggrieved employee within ten (10) calendar days after receipt of the grievance.

Step 3:

A. Final and Binding Arbitration: If the grievance has not been resolved at Step 2, either party to this Agreement may refer unsettled grievances to final and binding arbitration.

B. Notice - Time Limitation: The referring party shall notify the other party in writing by certified mail of submission to arbitration within ten (10) calendar days after receipt of the Step 2 response.

C. Arbitrator Selection: After timely notice, the parties shall select an arbitrator in the following manner:

- i. In the event either party does not agree on a neutral arbitrator, then either party may request that the Public Employment Relations Commission (PERC) submit a list of nine (9)

names. If the parties cannot mutually agree on an arbitrator from the list of nine (9), then the parties shall meet and flip a coin. The winning party shall strike one (1) name from the list and communicate that choice to the other party. The losing party will strike one (1) name from said list, and so on. The remaining name shall be the arbitrator.

- D. Decision - Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after the selection of the arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) calendar days or as soon as possible thereafter, unless an extension of time is agreed upon as provided for herein.
- E. Limitations - Scope - Power of the Arbitrator: The arbitrator will not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.
- i. The arbitrator shall have the power to interpret and apply the terms of the Agreement and/or determine whether there has been a violation of the terms of this Agreement.
 - ii. The arbitrator shall consider and decide only the question or issue raised at Step 1 and/or Step 2.
 - iii. In conducting a hearing, the arbitrator shall keep a verbatim record of testimony either by tape recording or court reporter. The party or parties requesting or using transcription of the official records shall share equally in the cost of such services. The arbitrator shall also have the authority to receive evidence and question witnesses.
 - iv. Decisions regarding changes in past practices (Section 4.3) shall be advisory only.
- F. Arbitration Award - Damages - Expenses: The arbitrator shall not have the authority to award punitive damages.
- i. Each party hereto shall pay the expenses of their own representatives, attorneys, witnesses and other costs associated with the presentation of their case and the expenses, as well as one-half (1/2) the expenses of the arbitrator.

ARTICLE 19 – CLOTHING AND CLEANING ALLOWANCE

- 19.1 Each deputy shall have a minimum of three (3) complete winter and summer uniforms as required by the Sheriff. Such uniforms will be purchased by the Employer.

The Sheriff may authorize optional or specialty uniforms. Once authorized by the Sheriff, employees may purchase the authorized optional uniform. The employees purchasing such uniforms shall *not* be reimbursed for the purchase or the replacement from normal wear of the optional uniform. However, if said uniform is damaged as a result of performing the service of the Employer, the Sheriff shall replace or repair the uniform to its condition prior to the damage at no cost to the employee.

- 19.2 Probationary personnel will be given a complement of two (2) complete uniforms that the Sheriff or his designee determines is necessary to perform their duties and responsibilities until such time as the Sheriff or his designee believe it necessary to issue the full complement to said employees.
- 19.3 The County shall have the duty to supply clothing and equipment of the nearest standard size to an employee's measurements. Provided however, custom tailoring will be the responsibility, of the employee with the exception of female employees who will have the cost of tailoring paid for by the County.
- 19.4 The County agrees to repair or replace defective and/or unserviceable clothing or equipment. The determination as to defects or unserviceable status shall be made by the Sheriff.
- 19.5 The Sheriff shall have the authority to prescribe the uniform. However, in the event of any change, the total cost of the sets of new equipment or clothing required, including the cost of alterations and tax will be paid for by the Employer.
- 19.6 Employees of the Sheriff's Office will be allowed up to four (4) uniform cleanings per month to be paid for by the County. Employees are required to sign at the cleaner for uniform cleaning. Extra uniform cleanings may be provided by the County in unusual circumstances at the discretion of the Sheriff. Uniforms are to be kept clean and in presentable condition in accordance with the Sheriff's determinations.
- 19.7 The employees of the Sheriff's Office will be provided one (1) pair of footwear as part of the uniform. Employees may select their own footwear; however, the value may not exceed \$325, and the footwear will not be eligible for replacement for at least two (2) years from the date of purchase. The Sheriff will determine whether an employee's footwear requires replacement or repair. If deemed necessary, the County shall pay for repair; if repair is not an option, replacement must be approved by the Sheriff, and shall not exceed \$325. Employees who prefer to purchase more expensive footwear may request reimbursement up to \$325 in writing and must provide a copy of the sales receipt. Replacement shall not occur more frequently than every two (2) years.
- 19.8 Uniformed personnel assigned to non-uniformed special duties by the Sheriff shall have a clothing allowance of up to \$450.00 per year to be paid monthly at the rate of \$37.50 per month, provided an employee is assigned to non-uniform duties during the entirety of a month. Such allowance shall provide for both the purchase and cleaning of non-uniform clothes. Further, when personnel presently assigned to non-uniformed special duties, such as detective, are assigned to duties which require them to wear uniforms, then, in that event, said personnel shall be eligible for up to four (4) cleanings per month provided by the County in any quarter when said employee has received non-uniformed allowance and has been assigned to uniform duty. This means that if personnel are assigned to duties requiring the wearing of a uniform once in a one-month period, they are entitled to only one (1) cleaning. If said personnel is assigned two (2) or more times to perform uniformed duties during a month, they shall be entitled to a maximum of two (2) cleanings.

19.9 The County will loan line deputies a standard set of handcuffs, handgun, holster and other gear as needed and as established by the Sheriff, which the employee will maintain and return to the County upon the termination of said employee's service. The employee may elect to purchase his own gear, in part or all, but it must meet requirements as established by the Sheriff.

ARTICLE 20 – WAIVER OF PORTION OF AGREEMENT

20.1 The expressed provisions of this Agreement may not be waived except by mutual agreement of the Union and the County, and in any individual case, the affected employee. Neither the County nor the Union will ask for or accept a voluntary waiver by an employee without prior consent of the other party.

ARTICLE 21 – SAVINGS CLAUSE

21.1 Should any section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific section or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

ARTICLE 22 – LONGEVITY AND EDUCATION PAY

22.1 Effective January 1, 2013, the Employer will compensate employees who qualify for longevity pay in conformity with the schedule set forth herein below.

For entry level hires, longevity is based on continuous years of service with the Kittitas County Sheriff's Office, regardless of division or classification; for employees hired as a lateral transfer, longevity will recognize time in service with the law enforcement agency they lateral from, based either on date of hire with that agency, or date of Peace Officer certification, whichever is later.

Completed years of service	Amount per month, above base pay
5 years	\$35.00
10 years	\$110.00
15 years	\$150.00
20 years	\$200.00

Education pay is available for employees with a degree in a field that directly relates to their primary responsibilities within the Sheriff's Office (see chart below). If an employee qualifies, he or she must request education pay through the Sheriff in writing, and provide a copy of their degree certificate. Education pay will not be granted automatically or retroactively.

Level of education	Amount per month, above base pay
Associates	\$50.00
Bachelors	\$75.00
Masters	\$100.00

ARTICLE 23 – STRIKES AND LOCKOUTS

- 23.1 Strikes, slowdowns, work stoppages, or any other interference with the work by the employees are prohibited.
- 23.2 The Employer may discharge and/or discipline any employee who violates Section 23.1. No employee shall be entitled to any pay and/or benefits for the period in which he/she engaged in any strikes, slowdowns, work stoppages or other interference with work.
- 23.3 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.
- 23.4 No lockout of employees shall be instituted by the Employer.

ARTICLE 24 – MEDICAL, DENTAL, VISION, AND LIFE BENEFITS

- 24.1 **Medical:** Effective January 1, 2017 and for the remaining term of this Agreement, the following medical, dental and vision provisions shall apply.

Medical coverage will be provided through Washington Teamsters Welfare Trust Health and Welfare Plan A, dental coverage will be provided through WTWT Dental Plan A, vision coverage will be provided through Vision Plan EX, and life coverage will be provided through WTWT Life Plan B.

Effective January 1, 2017 and for each year of the contract, the total cost of health care (medical, dental, vision, and life) each month shall be divided between the Employer and the employee on the basis of the Employer paying ninety percent (90%) of the total health care cost and the employee paying ten percent (10%) of the total health care cost by payroll deduction. To be eligible for health care coverage, the employee must have been compensated for eighty (80) hours or more in the preceding month.

- 24.2 All of the above-referenced medical, dental, vision and life plans are subject to the Washington Teamsters Welfare Trust Health and Welfare Plan provisions. All costs, coverage and conditions of eligibility are subject to the terms, conditions, procedures and guidelines established from time to time by the Washington Teamsters Health and Welfare Plans; thus, the parties to this Agreement agree to adhere to said changes during the term of this Agreement. The Employer's contribution toward health care for regular part-time employees shall be on a pro-rata basis, based upon the employee's assigned hours.

24.3 Provisions of 24.1 and 24.2 are contingent upon the continued availability or selection of the current coverage programs in place through the Washington Teamsters Welfare Trust.

ARTICLE 25 – SALARIES CLASSIFICATIONS – WAGE RATES – OTHER PROVISIONS

25.1 Effective January 1, 2017, wages will be increased by 3%.

25.2 Effective January 1, 2018, and for each remaining year of the contract, wages will increase by 100% of CPI All Urban Consumers West – Class Size B/C, August to August, with a 2.5% floor and a 4% ceiling.

25.3 Salary classifications and wage rates are contained in Appendix “A” attached hereto and incorporated by this reference.

25.4 Any employee designated as a Field Training Officer, as assigned by the Sheriff, shall receive a premium of \$1.00 per hour above their base hourly pay for each hour actively involved in FTO duty.

25.5 The parties agree, pursuant to the Federal Regulation 29CFR785.23, that certain dog care work is performed at home or off duty by the officer in charge of the County’s canine. The parties agree that accounting for this time worked is difficult due to the nature of the work. The parties agree that the canine officer in charge of the County’s canine shall receive dog allowance pay in the amount of \$250.00 per month. The parties mutually agree this is reasonable compensation for the work performed.

25.6 Fitness Incentive Program: Effective January 1, 2017, a fitness incentive of \$110.00 per month will be available to those individuals who score 170 or better using the June 2008 CJTC standards and testing form. Each year, June 2008 CJTC standards will be used and a score of 170 or better must be obtained to qualify for the incentive pay. Testing will be every six (6) months (April and October) with pay to begin or end May 1 and November 1.

Waiver: A Line Deputy suffering a work related injury/impairment shall continue to receive incentive pay during the medically restricted period; said pay will continue upon returning to work, not to exceed four months after full medical release, or by mutual agreement. To be eligible, a Line Deputy must have been receiving incentive pay at the time of injury/impairment.

ARTICLE 26 – PAY ARRANGEMENTS

26.1 All employees shall be paid monthly, the last working day of the month, there shall be no deductions other than required by law or authorization in writing by the employee. The requirement to pay the last working day of the month is conditioned on there being no mechanical or procedural problems.

- 26.2 The Employer shall furnish each employee with an itemized statement of earnings and deductions, specifying hours paid and other compensation payable to the employee as well as any and all deductions from the employee's gross wages for the pay period.
- 26.3 Upon discharge or quitting, the Employer shall pay monies due the employee less appropriate deductions in accordance with the terms and conditions of this Collective Bargaining Agreement on the pay period following such quitting or discharge.

ARTICLE 27 – RETIREMENT CONTRIBUTION

- 27.1 Effective January 1, 2009; the Employer, through proper authorized payroll deduction from the employee's pay, shall withhold and forward to the Teamster Pension Plan the amount authorized by the Union and employee for purposes of a retirement contribution.
- 27.2 If, during the life of this Agreement, the Trust completes the process to allow pension payment to be deposited via electronic transmittal, Kittitas County will have the opportunity to participate in the program.

ARTICLE 28 – LIABILITY INSURANCE

- 28.1 The Employer agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof in order to reasonably protect and indemnify employees from liability to third parties resulting from employees negligently performing duties within the scope of their employment.

ARTICLE 29 – UNION ACTIVITY

- 29.1 **Union Investigative and Visitation Privileges:** The business representative of the Union, with the permission of the Sheriff or designee, may visit the work location of employees at any reasonable time and location for the purpose of investigating grievances. Such representative shall limit his activities during such investigations to matters relating to this Agreement, provided, however, he shall not interfere with the normal routine or operations. The Union shall not distract an employee while on duty.
- 29.2 The Union may appoint a job steward from the bargaining unit. Said steward shall maintain the employee's compensation while in the process of investigating grievances or participation in other Union matters.
- 29.3 **Bulletin Board:** The Union shall be entitled to maintain one (1) bulletin board in a conspicuous place within the Sheriff's office in Ellensburg, provided, however, materials to be placed on said bulletin board shall be restricted to notices and provisions related to this Collective Bargaining Agreement.

- 29.4 **Negotiations:** The Union will notify the Sheriff in writing of the members of the negotiating committee. Up to two (2) members shall be allowed to participate in negotiations on paid time if said negotiations are scheduled to occur while the employees are working their regularly assigned shift. Other employees may participate if they choose to do so on their own time. At no time shall participation in negotiations cause overtime to occur, nor will employees be called in to work in place of those participating. It is understood that employees participating while on duty will be expected to respond to calls when necessary.
- 29.5 The Sheriff may allow time off with pay to attend the State Pension System meetings and Washington State Law Enforcement Association annual meetings or other similar associations, not to exceed three (3) working days for a single function.
- 29.5.1 Allowable aggregate of such paid time off for all individuals shall not exceed five (5) working days in one (1) calendar year.
- 29.5.2 Attendance by individual officers at these or similar functions at the express request of the Sheriff shall not be counted toward the allowable five (5) days, but shall be considered as paid as regular working days.

ARTICLE 30 – MISCELLANEOUS PROVISIONS

- 30.1 **Medical Exams:** Any physical and/or mental examination(s), or inoculations, which are required by the Employer, except for physicals required for purposes of entrance and applications, State disability requirements, Civil Service Commission requirements and Retirement System requirements, shall be taken on Employer time and shall be paid by the Employer. If the Employer requires a physical and/or mental examination, the employee shall undergo the physical or mental examination by a physician or institution specified by the Employer.
- 30.2 **Gender:** Where masculine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any provision, classification, or the benefits provided in this Agreement.

ARTICLE 31 – PERSONNEL FILES

- 31.1 Employees shall have the right to review material in their personnel files maintained in the Sheriff's Office 'during regular business hours. These files contain records related to employment and performance with the Sheriff's Office, and may include copies of documents related to pay and benefits. The employee may have a representative of the Union accompany him/her if so desired. Upon request, copies of documents in the personnel file shall be provided to the employee in person.
- 31.2 The personnel file maintained by the Sheriff's Office shall contain evaluation reports that have been completed by Management personnel.

- 31.3 Materials judged by the employee to be negative and/or derogatory may be answered by the employee in writing. Such written response shall be attached to the material in question and become a part of the personnel file. Said written response shall not change, alter, affect or modify the validity of materials placed in an employee's personnel file by administrative personnel.
- 31.4 Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including personal photographs, shall be confidential and shall restrict the use of information in the files to internal use by the Sheriff's Office, or such other agency vested with statutory authority to view or investigate said materials.
- 31.5 After one (1) year, an employee may request derogatory material other than periodic evaluations be expunged from the file. The Sheriff shall determine whether or not expunging of materials is appropriate. In no event shall derogatory material, other than suspensions greater than five (5) days, disciplinary demotions, or discharges, stay in the personnel file longer than three (3) years from the date of the occurrence unless there is a pending legal action involving the derogatory material or the employee has repeated the conduct described in the derogatory material.
- 31.6 When an employee reviews their personnel file maintained by the Sheriff's Office, the employee shall sign and date the review and said signature shall signify acknowledgment of having read materials in the personnel file.
- 31.7 Additional employee files are maintained in HR and Payroll, which are primarily related to compensation, benefits, and leave. Employees shall have the right to review material in these files during regular business hours by scheduling time with the appropriate office. Removal of items from these folders may be requested by the employee but the final determination will be at the discretion of the applicable custodian.

ARTICLE 32 – NEGOTIATIONS AND TERMS OF AGREEMENT

- 32.1 This Agreement shall be in full force and effect from January 1, 2017 except as otherwise provided, and shall remain in full force and effect through December 31, 2021. Either party may, upon five (5) months notice prior to the submission of the budget, give notice to terminate or amend to the other party. In the event only notice to amend is given, the Agreement shall remain in effect while the parties negotiate a successor agreement.
- 32.2 Negotiations for revisions to the subsequent collective bargaining agreement will take place in accordance with the following suggested schedule; provided, however, said schedule may be revised by mutual agreement of the parties:
- A. The Union and the Employer agree to meet at any time after notice (32.1) for bargaining, but no later than during the month of August; and,
 - B. The parties shall establish collective bargaining sessions to commence thereafter on a mutually acceptable basis; and,
 - C. If the parties are unable to reach a mutually acceptable collective bargaining agreement through normal bargaining sessions, then and in that event, either party may proceed to mediation in accordance with the statutory provisions.

IN WITNESS WHEREOF this Agreement was signed this _____ day of January, 2017.

FOR THE UNION:

FOR THE EMPLOYER:


Secretary/Treasurer 1-3-17

Chairman
Board of County Commissioners

Vice Chairman

Attest:
Clerk of the Board

Commissioner

Gene Dana, Sheriff

Appendix "A"

Position	Current	1/1/2017	7/1/2018	1/1/2019	1/1/2020	1/1/2021
Patrol Sergeant						
Starting	\$6,165	\$6,350	TBD	TBD	TBD	TBD
After 1 year	\$6,322	\$6,512	TBD	TBD	TBD	TBD
Corporal						
Starting	\$5,701	\$5,872	TBD	TBD	TBD	TBD
After 1 year	\$5,814	\$5,988	TBD	TBD	TBD	TBD
Patrol Officer						
Starting	\$4,543	\$4,679	TBD	TBD	TBD	TBD
After 1 year	\$4,712	\$4,853	TBD	TBD	TBD	TBD
After 2 years	\$4,872	\$5,018	TBD	TBD	TBD	TBD
After 3 years	\$5,161	\$5,316	TBD	TBD	TBD	TBD
After 4 years	\$5,430	\$5,593	TBD	TBD	TBD	TBD

WAGES

Employees selected for the specialty assignment of Detective shall receive a monthly stipend equal to 3% of their current base rate of pay. The stipend shall be in effect only during the time period they are assigned to detective duties. Per article 8.5, employees selected for specialty assignments may be rotated out at the discretion of the Sheriff.

KITTITAS COUNTY SHERIFF'S OFFICE
PERSONAL PHYSICAL FITNESS STANDARDS AND TESTING

A. PURPOSE

The purpose of the personal physical fitness standards and testing program is to promote physical fitness of deputies within the Kittitas County Sheriff's Office, and to specify the scheduling, conduct and administration of semi-annual physical fitness tests.

B. PARTICIPATION

Enrollment and participation in the physical fitness testing program shall be optional at the election of the employee. Current bargaining unit employees who elect not to enroll and participate in the program shall not be eligible for the monetary incentive described below.

Current employees may elect at any time to enroll, participate and test under the Program. Upon passing the applicable testing standards the employee shall receive the monetary fitness incentive described below.

The employer will not discriminate against any employee for exercising any option to enroll and participate, or not to enroll or participate, in the program.

C. PHYSICAL FITNESS ABILITY TEST DESCRIPTION

The physical fitness ability test shall be comprised of the same elements as the physical fitness ability test administered by the Washington State Criminal Justice Training Center for its entry level police academy recruits. The Employer will ensure that each semi-annual test is current and consistent with testing utilized by the Washington State Criminal Justice Training Center. If changes have occurred the employer will give sixty days' notice to enrolled employees, prior to using the new test.

D. ADMINISTRATION OF THE PHYSICAL FITNESS TESTING

The physical fitness ability testing will be conducted twice each year, with the first test administered in October, and the second in April of each year. Participating employees will be notified at least thirty (30) days in advance of the specific testing date, time and location. The employer may select months other than those specified above, provided the two annual testing dates are at least six (6) months apart, and shall provide participating employees at least thirty (30) days advance notice of the date, time and location of the test.

All participating employees must make themselves available on the scheduled test dates. Officers shall be on-duty status during the examination (testing) process, but shall receive no overtime or extra compensation for the time spent taking the examination unless ordered to take the test at a time other than scheduled hours of work. Employees who are ill or injured on the date of any scheduled test may request an alternate test date, by providing medical documentation of their condition. A request for an alternate test date must be made sufficiently in advance of the test date, so the employer can fairly and fully consider and schedule any requested alternate test date. Last hour requests will not be considered. The Sheriff shall make the final decision regarding the granting of an alternate test date.

Employees who have an emergent or extraordinary schedule conflict on the announced test date may request an alternate date. The reason(s) for the request must be presented to the Sheriff, or his designee, in writing. The Sheriff shall make the final decision regarding the granting of an alternate test date.

The testing will be administered by members of the Command Staff from the Kittitas County Sheriff's Office.

E. TESTING RESULTS

Those employees who elect to enroll and participate in the program, and who have achieved a passing score on each semi-annual test, shall be entitled to receive the fitness incentive pay described below if such employees do not achieve a passing score such employee shall not be eligible to receive any fitness incentive pay until the next succeeding scheduled semi-annual test is conducted.

F. FITNESS TEST BENCHMARKS-FITNESS INCENTIVE PAY

MINIMUM TEST REQUIREMENTS: To be eligible to receive fitness incentive pay, participants must pass all four of the following tests: 300-meter run, push-ups, sit-ups and 1.5 mile run/walk.

Each participating employee who passes the physical fitness test shall be entitled to receive fitness incentive pay, paid monthly, in an amount specified in the contract.

PHYSICAL ABILITY TEST STANDARDS

The Kittitas County Sheriff's Office Physical Ability Test (PAT) shall utilize the same elements as the test administered by the Washington State Criminal Justice Training Commission for entry level police academy recruits but will not be scored the same. At each semi-annual test, the June 2008 CJTC scoring system will be utilized, and an overall score of 170 or better must be achieved to be eligible for the incentive pay.

The PAT is comprised of four tests

- 300 Meter Run
- Push-ups
- Sit-ups
- 1.5 Mile run/walk

Tests may be administered in the above order. While not required, the test battery process should be sequenced as follows:

1. Warm-up (5-10 minutes) may be self-directed or led by test personnel.
 - general warm-up of 2-3 minutes followed by 5-7 minutes of stretching to include stretches for shoulders, back, upper and lower legs.
2. PAT
 - 300 Meter run (followed by 15 minutes rest)
 - Sit-ups (followed by 5 minutes rest)
 - Push-ups (followed by 10 minutes rest)
 - 1.5 Mile run/walk (followed by 5 minute cool down to include walking and stretching)

300 METER RUN

Purpose

This test measures anaerobic capacity used in high intensity baton and defensive tactics training, and is important for performing short intense bursts of effort such as foot pursuits, rescues and use of force situations.

Equipment

- standard track or marked level course (300 meters = 328 yards or 984 feet)
- stop watch

Procedures

- The test administrator will read the instructions to the participants.
- Participants will be allowed time to warm up (see above procedures).
- Participants will be instructed to cover the distance as fast as possible.
- Participants will be instructed to line up at the starting line. The verbal command "Ready, set, go" will be given and time will begin as the test administrator finishes the word "go".
- The run will be timed to the nearest half second.

PUSH-UP TEST

Purpose

This test measures the muscular strength/endurance of the upper body muscles in the shoulders, chest and back of the upper arms (the triceps) used in high intensity self defense and arrest simulation training. This is important for use of force involving pushing motion, breaking one's fall to the ground, use of the baton, etc.

Equipment

- Standard 4-inch foam cube.

Procedures

- The test administrator will read the instructions to the participants.
- The test will be demonstrated, pointing out common errors and proper positioning.
- Participants will get down on the floor in the front leaning rest position and perform one test push-up to properly locate the foam cube at the costal arch and above the xiphoid.
- Participants must lower their bodies until they slightly compress the foam cube and arms are at least parallel to the floor, and then push up again. The back must be kept straight, and in each extension up, the elbows should lock. Resting in the up position (only) is allowed.

SIT-UP TEST

Purpose

This test measures the muscular strength endurance of the abdominal muscles, which are used in self-defense and high intensity arrest-simulation training. Further, these muscles are important for performing tasks that involve the use of force, and it helps maintain good posture and minimize lower back problems.

Equipment

- Mat

-Partner

Procedures

-The test administrator will read the instructions to the participants.

-The test will be demonstrated, pointing out common errors.

-Participants must lie on their backs, knees bent at 90 degrees or tighter, heels flat on the floor. Hands must be held behind the head with fingers interlocked (little fingers must remain touching for fingers to be considered interlocked) and elbows out to the sides. A partner will hold down the participant's feet by sitting on them and wrapping their arms around the participant's calf muscle area.

-A correct sit-up is when the participant's elbows touch their knees and the participant then returns to a lying position. The participant's fingers must touch the examiner's hand before starting the next sit-up.

1.5 MILE RUN/WALK TEST

Purpose

This test is a measure of cardio-respiratory endurance (or aerobic capacity) used in extended control and defensive tactics training. This is important for performing tasks involving stamina and endurance (pursuits, searches, prolonged use of force situations, etc.) and for minimizing the risk of cardiovascular health problems.

Equipment

-440 yard/400-meter track or marked level course

-Stopwatch

Procedures

-The test administrator will read the instructions to the participants.

-Participants will be given time to warm up and stretch before the run.

-Participants will be instructed to cover the distance as fast as possible but to begin at a pace they think they can easily sustain for 10-15 minutes.

-Participants will be instructed to hold up fingers indicating the number of laps completed and state their name.

-Participants will line up at the starting line and timing will begin at the command "go". If several participants run at once, one administrator will call out times at the finish line while an assistant records the names and respective times.

- Following this test, participants will be instructed to cool down by walking for an additional five minutes or so. This prevents venous pooling, a condition in which the blood pools in the legs. Walking enhances the return of blood to the heart and aids recovery.

- The run will be timed to the nearest second.

**CJTC Scoring Matrix
June 2008**

Scoring Matrix

300 Meter Run Scoring Matrix

Seconds	Total	Seconds	Total
56	50	63.5	40
56.5	49.3	64	39.33
57	48.67	64.5	38.66
57.5	48	65	38
58	47.34	65.5	37.33
58.5	46.67	66	36.66
59	46	66.5	36
59.5	45.33	67	35.33
60	44.67	67.5	34.66
60.5	44	68	34
61	43.33	68.5	33.33
61.5	42.67	69	32.66
62	42	69.5	32
62.5	41.33	70	31.33
63	40.67	70.5	30.66
	71	30	

PUSH-UPS SCORING

Reps	Total	Reps	Total
35	50	28	40.04
34	48.62	27	38.61
33	47.19	26	37.18
32	45.76	25	35.75
31	44.33	24	34.32
30	42.9	23	32.89
29	41.47	22	31.46
	21	30	

1.5 MILE SCORING

Seconds	Total	Seconds	Total
13:35	50	14:03	39.996
13:36	49.635	14:04	3.639
13:37	49.278	14:05	39.282
13:38	48.921	14:06	38.925
13:39	48.564	14:07	38.568
13:40	48.207	14:08	38.211
13:41	47.85	14:09	37.854
13:42	47.493	14:10	37.497
13:43	47.136	14:11	37.14
13:44	46.779	14:12	36.783
13:45	46.422	14:13	36.426
13:46	46.065	14:14	36.069
13:47	45.708	14:15	35.712
13:48	45.351	14:16	35.355
13:49	44.994	14:17	34.998
13:50	44.637	14:18	34.641
13:51	44.28	14:19	34.284
13:52	43.923	14:20	33.927
13:53	43.566	14:21	33.57
13:54	43.209	14:22	33.213
13:55	42.852	14:23	32.856
13:56	42.495	14:24	32.499
13:57	42.138	14:25	32.142
13:58	41.781	14:26	31.785
13:59	41.424	14:27	31.428
14:00	41.067	14:28	31.071
14:01	40.71	14:29	30.714
14:02	40.353	14:30	30.357
	14:31	30	

SIT-UPS SCORING

Reps	Total	Reps	Total
38	50	34	40.5
37	47.625	33	38.125
36	45.25	32	35.75
35	42.875	31	33.375
	30	30	