

ORIGINAL

COLLECTIVE BARGAINING AGREEMENT

between the

**KITTITAS COUNTY
BOARD OF COUNTY COMMISSIONERS**

And the

KITTITAS COUNTY SHERIFF

And

**TEAMSTERS UNION LOCAL NO. 760
Representing Uniformed Jail Employees of the Sheriff's Office
JAIL DEPUTIES
SECURITY DEPUTIES**

January 1, 2025 – December 31, 2027

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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 General Teamsters Local 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, Line Deputies, Technology, Clerical, and any other employees as defined by RCW 41.56.
- 2.2 General Teamsters Local 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 When the Employer hires a new employee, the Employer shall, within thirty (30) calendar days of the date of employment, notify the Union in writing giving the name, 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.
- 3.2 The Employer must provide the exclusive bargaining representative reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the employer, or at another time mutually agreed to by the Employer and the exclusive bargaining representative.
 - 3.2.1 Access to the new employee must occur within ninety (90) days of the employee's start date within the bargaining unit, unless mutually agreed to by the Employer and the exclusive bargaining representative, and;
 - 3.2.2 The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the Employer and the exclusive bargaining representative, and;
 - 3.2.3 The access is for no less than thirty (30) minutes during the employees' regular work hours; additional time may be scheduled outside the employees' scheduled work hours as mutually agreed to by the employee and the exclusive bargaining representative.

- 3.3 Nothing in this section prohibits the Employer from agreeing to longer or more frequent new employee access, but in no case may an Employer agree to less access than required by this section.
- 3.4 When provided with a "voluntary check-off" authorization in the form furnished by the Union and signed by the employee, the Employer agrees to deduct from that employee's pay, the Union's applicable dues and/or service fees, as prescribed in the "voluntary check-off" form. The full amount of money so 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. Should the Employer receive written notice from the employee or the exclusive bargaining representative to stop deducting dues and/or applicable service fees, the Employer will honor the request and stop the deduction at the next available payroll cycle. 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 Employer 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 Supervising Deputy;
 - 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 herein above.

- 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 arbitration panel whose opinion or decision shall be advisory and not binding on the parties.

ARTICLE 5 - UNION RIGHTS

- 5.1 The Union does not waive its rights under applicable State laws except as those rights are affected or set forth within the terms and conditions of the Collective Bargaining 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 what the employee 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 they may not be qualified for the position and therefore may not be eligible 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 the employee 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; however, this provision does not apply to the initial application for employment, an employee who has applied for a change in his

classification, or to the classifications of Lieutenant, Superintendent, 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 Jail Deputy:** A regular Jail Deputy is an employee as defined by RCW 41.56.030(13) and employed in compliance with RCW 43.101.220. A regular Jail Deputy has been approved by the Civil Service Commission, served the probationary period, and is employed on a regular basis. Such employee shall be paid the wage rate and provided the benefits as set forth in the terms and conditions of this Collective Bargaining Agreement.
- 7.2 **Regular Security Deputy:** A regular Security Deputy is an employee who has been approved by the Civil Service commission, has served their probationary period and is employed on a regular basis. Such employee shall be paid the wage rate and provided the benefits as set forth in the terms and conditions of this Collective Bargaining Agreement.
- 7.3 **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 is one who has not completed twelve (12) calendar months of service with the Employer since the first day of employment. 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 any recourse. The probationary status of an employee who has not attended the Washington State Basic Corrections Training course is addressed in Section 7.4 below.
- 7.4 **Probationary Status Limitation:** Any probationary employee who, through no fault of their own, is unable to attend and complete the appropriate Washington State Basic Corrections Training course within the probationary period set forth in Section 7.3 above, shall be entitled to the benefits accorded regular employee status with the exception that said employee must satisfactorily complete said appropriate basic Corrections training course within six (6) calendar months from the first day of employment subject to the following conditions:
- 7.4.1 Should any employee opt to defer attending the previously referenced course and subsequently be unable to complete said course within six (6) calendar months, the employee's probationary status shall continue until such course is satisfactorily complete, but not later than twelve (12) calendar months from the first (1st) day of employment.
- 7.4.2 The Employer agrees to encourage and make provisions for the training of new employees.
- 7.4.3 If an employee fails to attend or satisfactorily complete the appropriate Washington State Basic Corrections Training course within six (6) calendar months from the first day of employment, said employee shall be terminated without any recourse except as noted in Article 7.4.4.
- 7.4.4 In the event the Sheriff petitions the Washington State Basic Corrections Training Commission for an extension of the six (6) calendar month time limitation with respect to a particular employee

and said extension is granted, then said employee fails to satisfactorily complete the appropriate basic corrections training course, said employee shall be terminated without any recourse.

- 7.5 **RESERVE UNIT:** There shall exist at the option of the Employer a unit of law enforcement Reserve Deputies to which the provisions of this labor agreement shall not apply, nor will time served as a reserve Deputy be counted if the reserve becomes a regular employee under this agreement in the future. The Employer will notify regular employees by posting the status of reserve law enforcement Deputies regarding commissioned versus non-commissioned. 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-staffing, and those circumstances involved in a bona fide emergency as set forth in Section 11.12.

7.6 **LATERAL HIRE**

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

Applicants who otherwise meet the definition of lateral hire above but have been separated from full time Corrections employment for a period of time greater than twenty-four (24) months at the time of application, may be considered as long as they have maintained a higher level of certification and employment in a law enforcement position, such as Certified Peace Officer, within the twenty-four (24) months prior to application as a lateral for Jail Deputy.

Applicants who otherwise meet the definition of Lateral Hire, but who do not have training or certification recognized by the WSCJTC cannot be considered a lateral hire.

- 7.6.2 **Security Deputy:** A Lateral Security Deputy shall be defined as any new lateral hire who has not less than twelve (12) consecutive months of full time, compensated years of law enforcement, corrections, or security officer experience, who successfully completed a probationary period from a recognized law enforcement entity and who has successfully completed one of the following:

- A. Basic Law Enforcement Academy Certification training from the WSCJTC;
- B. Equivalent State Law Enforcement Training Academy;

- C. State Recognized Reserve Law Enforcement Academy;
- D. Another local, State or Federal Law Enforcement Training program recognized by the WSCJTC; and who has not been separated from full time law enforcement, corrections, or security employment for a period of time greater than twenty-four (24) months at the time of application to the Sheriff's Office.

Applicants who otherwise meet the definition of Lateral Hire, but who do not have training or certification recognized by the WSCJTC cannot be considered a lateral hire.

- 7.6.3 **Lateral Salary:** A Jail Deputy applicant selected for appointment as a lateral, at the discretion of the Sheriff, may begin working at Step four (4) of the current bargained wage scale for the specific classification. However, those who possess documented unique, specific, or particularly sought-after experience and/or training may begin working at Step five (5) of the current bargained wage scale for the specific classification, at the discretion of the Sheriff.

A Security Deputy applicant selected for appointment as a lateral, at the discretion of the Sheriff, may begin working at step two (2) of the current bargained wage scale. However, those who possess documented unique, specific, or particularly sought-after experience and/or training may begin working at step three (3) of the current bargained wage scale, at the discretion of the Sheriff.

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. Consequently, any employee hired who is not at the time of appointment Certified in Washington State, will be hired at the entry level (Step 1) of the current bargained wage scale for the specific classification. Upon this employee successfully obtaining the necessary Certification in Washington State, that employee may request or petition the Sheriff in writing 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.

- 7.6.4 **Lateral Leave:** The Employer may credit lateral hire employees with a one-time deposit of leave upon hire as follows:

- A. A one-time deposit of annual leave, up to a maximum of 60 hours.
- B. A one-time deposit of sick leave, up to a maximum of 40 hours.

One-time deposits of annual leave or sick leave are subject to the rules and regulations outlined in Article 10 (Holiday/Annual Leave), Article 13 (Sick Leave), and Article 14 (Leave Sharing).

ARTICLE 8 – SENIORITY

- 8.1 "Seniority," as used in this Agreement, is determined by the length of an employee's continuous service within the Kittitas County Sheriff's Office since the employee's last date of hire, including total military time if drafted while employed by the County or any other authorized leave up to a maximum of one (1)

year. Time spent in a volunteer and/or Reserve capacity is excluded. This applies to Layoff/Recall, Vacation Bidding, and Overtime.

- 8.2 The Employer will provide the Union with copies of the seniority list upon request to the Human Resource Department. 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
 - B. The employee is discharged for just cause
 - C. The employee is discharged during the probationary period
 - D. The employee is laid off for a period in excess of twelve (12) consecutive calendar months
- 8.4 Seniority will operate on a classification basis. Classifications shall be as follows:
- A. Jail Deputy (to include Corporal, Sergeant, and Lieutenant)
 - B. Security Deputy (to include Security Sergeant)
- 8.5 An employee who is promoted to a higher classification, including classifications outside this contract, shall be considered probationary at that position for a period not to exceed twelve (12) consecutive calendar months from the date such promotion occurs. 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 his/her former position without prejudice. Employees who promote outside this contract to Unclassified Service within the Sheriff's Office 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.
- 8.6 If the Sheriff decides to fill a new or vacant position, seniority shall be considered provided the applicants are otherwise qualified based upon training, experience, performance, and ability as determined by the Sheriff.
- 8.7 In the event a specialty assignment becomes available, 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 layoff of an employee in the Jail Sergeant classification, the Sergeant shall be able to bump the least senior Jail Deputy. In the event of a vacancy in the Sheriff's Office, an employee who has been laid off will have the first opportunity to fill said vacancy or vacancies in the order of their seniority, so long as they meet the qualifications of the position. 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 assigned in Jail positions shall accrue and be granted the following vacation and/or holiday accumulation hereinafter referred to as annual leave, according to the following schedule:

CONTINUOUS SERVICE	VACATION	HOLIDAY	TOTAL LEAVE	MONTHLY ACCRUAL
0 through 6 months	0 days	6 days	6 days	8 hours
7 months through 1 year	5 days	6 days	11 days	14.66hours
2 years through 7 years	15 days	12 days	27 days	18 hours
8 years though 15 years	19.5 days	12 days	31.5 days	21 hours
16 years through 22 years	25.5 days	12 days	37.5 days	25 hours
23 years & over	27 days	12 days	39 days	26 hours

- 10.1.1 Jail Deputies in the first 6-months of their probationary period will accrue vacation leave, but will not be permitted to use this accrued leave until the probationary period is completed.

- 10.2 All regular employees assigned in Security positions shall accrue and be granted the following vacation accumulation according to the following schedule:

CONTINUOUS SERVICE	VACATION	MONTHLY ACCRUAL
0 months through 1 year*	16 days	10.66 hours
2 years through 7 years	16 days	10.66 hours
8 years though 15 years	20.5 days	13.33 hours
16 years through 22 years	26.5 days	17.66 hours
23 years & over	28 days	18.66 hours

- 10.2.1 Security Deputies will be permitted to use accrued leave as it accrues without a waiting period.

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

10.4 The following holidays are recognized:

1. New Year's Day
2. Martin Luther King's Birthday
3. Presidents' Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Native American Heritage Day
11. Christmas Day
12. One (1) Floating Holiday

10.4.1 All hours worked on a listed holiday, with the exception of the Floating Holiday, shall be compensated at the overtime (1 ½) rate of pay. The holiday shall be considered worked for the shift start time that falls on the holiday and shall be paid for the entire shift.

10.4.2 For all regular employees assigned in Jail positions, the listed holidays are included as part of the accrued leave schedule in Article 10.1

10.4.3 For all regular employees assigned in Security positions, the listed holidays will be taken separately from the accrued leave schedule in Article 10.2.

10.4.4 For Security Deputy staff, whenever a legal holiday falls on Saturday, the proceeding preceding Friday shall be observed as the holiday and whenever such holiday falls on Sunday, the following Monday shall be observed as the holiday.

If December 24th falls on a regular working day, the Courthouse shall be closed one-half (1/2) day commencing at noon. If the Courthouse is closed on December 24th, either because it falls on a weekend or because Christmas falls on a Saturday, then and in that event, there will be no half (1/2) day closure on any other date.

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 cashed out 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 **BLOCK LEAVE SCHEDULING:**

10.8.1 Vacation bidding shall commence by classification October 1 through October 31 of every calendar year and shall be posted by November 15 for vacation the following calendar year.

10.8.2 Block leave bidding shall be granted in order of seniority based on continuous years of service within the Jail division of the Kittitas County Sheriff's Office; meaning, previous time served within the Line or non-uniformed divisions does not apply, nor do years of service with another agency for a Lateral employee. 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.

10.8.3 Additional Leave requests for the following calendar year will be accepted October 16th following the posting of block leave and shall be scheduled in the order of their request without regard to seniority. The Employer may not reschedule vacations without five (5) days' notice, unless with the consent of the employee, or due to an unforeseeable emergency.

10.8.4 **Pass Bid:** Employees may pass bid any and all of their block leave requests; however, such employees will be subject to Section 10.9.

10.9 All requests for leave will be responded to within a reasonable time and are subject to approval in writing by the employee's supervisor or their designee. If such a request is denied, the reasons for such denial shall be set forth in writing. Where the employee does not receive a response within a reasonable time of the request, the employee should contact the immediate supervisor or Jail Superintendent.

ARTICLE 11 – HOURS OF WORK – OVERTIME

11.1 **JAIL EMPLOYEES:** The workday shall consist of eight (8) or ten (10) hours of work, including meal period and rest periods depending on the shift worked as set forth in Section 11.1.1, Section 11.1.2, and Section 11.1.3. The parties agree the following classifications are considered "security personnel" as defined by 29 CFR 553.211(f).

- Jail Lieutenant
- Jail Sergeant
- Jail Corporal
- Jail Deputy

11.1.1 **8 Hour Shift:** In cases of a work shift of five (5) eight (8) hour workdays, the work week shall consist of forty (40) hours of work. The Sheriff shall provide a minimum of eight (8) consecutive hours off

between shifts unless less rest between shifts is mutually agreed upon between the supervisor and employee.

11.1.2 **10 Hour Shift:** In cases of a work shift of four (4) ten (10) hour workdays, the work week shall consist of forty (40) hours of work. The Sheriff shall provide a minimum of eight (8) consecutive hours off between shifts unless less rest between shifts is mutually agreed upon between the supervisor and employee.

11.1.3 Each work shift shall include a paid sixty (60) minute meal period as near to the middle of the shift as possible. Employees shall be required to remain at the facility during meal periods and may be required to respond to bona fide emergencies during meal periods. The Employer shall make every reasonable effort to avoid interruption of said meal periods. Breaks may not be combined.

11.2 **SECURITY EMPLOYEES:** The workday/work week for Security employees shall consist of five (5) eight (8) hour or four (4) ten (10) hour workdays (a 40-hour workweek). In order to maintain flexibility with scheduling, days off may not be consecutive.

11.3 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 workdays and/or work weeks.

11.4 There shall be twelve (12) pay periods for each calendar year.

11.5 The shift schedule shall be determined by the Employer. 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 on the County's intranet page showing the employees' shift, workdays, and hours.

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

11.7 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.

11.8 **Overtime:** Where a five (5) day eight (8) hour per day schedule is used, 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. Where a four (4) day ten (10) hour per day schedule is used, 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 employees regular straight-time hourly rate for the affected employees. In addition, hours worked as identified in 11.14 shall be compensated for at time and one-half (1-1/2) the employee's straight time hourly rate. For purposes of overtime, compensated time such as compensatory time, sick leave, annual leave, holidays, or other paid leave shall be considered time worked.

11.8.1 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.

- 11.8.2 **Mandatory Callback:** An employee who is required to return to work after having completed the employee's 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.
- 11.8.3 **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 pay for such actual time which occurs prior to their regular shift.
- 11.9 **Compensatory Time Off:** In lieu of payment for overtime, an employee may request the accrual of compensatory time on the basis of one and one-half (1½) compensatory hours for each overtime hour. Compensatory time may be carried forward from work period to work period to a maximum accumulation of sixty (60) hours for employees assigned to the 207(k)-exception workweek basis and forty (40) hours for other employees. 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. Overtime hours accrued above the sixty (60) or forty (40) hour maximum will be paid at one and one-half (1-1/2) times the employee's hourly straight-time rate.
- 11.10 **Court Time:** Any employee who is required to appear and/or testify in court on their own time or time other than their regular duty hours shall be paid as set forth in Section 11.1 and 11.9 herein while in or awaiting court with a minimum of two (2) hours show-up pay. Nothing in this section is construed to mean time spent in personal suits, either civil or criminal, not a result of circumstances which occurred in the line of duty, nor for court action for which the employee is otherwise compensated.
- 11.11 Travel time to and from any Employer-required authorized and assigned school or training shall be considered hours worked in accordance with applicable state and federal overtime laws, such as the Fair Labor Standards Act.
- 11.12 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.
- 11.13 **Voluntary Overtime:** The Sheriff, or designee, will notify eligible employees of anticipated available overtime. Employees shall provide a written memo of the employee's interest and preference in overtime assignments. Assignment of such overtime will then be made by the Sheriff or designee as follows:
- A. **For positions defined in Article 7.1:** Bidding shall occur based on continuous years of service with the Sheriff's Office so long as the employee's classification allows them to perform the duties needed to be filled.
 - B. **For positions defined in Article 7.2:** Bidding shall occur based on continuous years of service with the Sheriff's Office.
 - C. For all positions, years of service with another agency for a Lateral employee do not apply.

In cases where less than five (5) days' notice is available, the Sheriff, or designee, shall call each employee on the list before assigning overtime. Assignment of overtime shall be made upon the employee's preference and seniority, except in cases of emergency or of less than five (5) days' notice. If no employee

accepts an assignment of overtime, then the Sheriff or designee may assign the overtime as a mandatory callback. In the event overtime is needed on the following shift, employees currently on shift will be given first right of refusal for the overtime before the overtime list is utilized. Mandatory overtime shall be assigned by seniority starting with the least senior employee. Employees currently on duty may be required to continue working until the replacement employee arrives.

- 11.14 Training: The Employer will make every reasonable effort to afford an employee the opportunity to attend job-related training. An employee's work schedule shall not be adjusted unless the training is four (4) or more consecutive business days in length or longer, or by mutual agreement between the Employer and employee. This supersedes past practice. Mandatory meetings and training outside of the employee's normal work schedule shall be compensated at time and one-half (1½) the employee's regular hourly rate of pay.

When an employee of the Sheriff's Office is authorized to attend training, the employee should recognize the professional benefit both the employee and the County will receive. The employee should also be cognizant of the expense the County will incur to provide training. To that end, the employee may be required to agree to remain employed with the County after the training for four (4) months for every \$1,000 expended on such training (cost of registration, travel, etc.). Employees who voluntarily leave employment prior to meeting this expectation will be required to repay the training expense to the County on a pro-rated basis.

Prior to sending an employee to any training which will obligate the employee under this policy, the Department Head/Elected Official will have the employee sign a "Training Reimbursement Agreement." The original of this agreement will be maintained in the employee's personnel file.

- 11.15 Any employee designated as a Field Training Officer, as assigned by the Sheriff, shall receive a premium of 5% above their base hourly pay while actively involved in FTO activity.
- 11.16 Jail Deputies assigned by the Sheriff as Certified Firearms Instructors or Certified Defensive Tactics Instructors shall receive an additional 1.5% of their base pay. Selection, assignment, and removal to these positions shall be at the sole discretion of the Sheriff, as well as the number of instructors/coordinators receiving the additional compensation. There shall be a maximum additional compensation provided for Instructor pay of 1.5%.

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 of absence with full pay in the event the death/funeral occurs out of state. 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, or a more distant relative if living in the same household.

ARTICLE 13 - SICK LEAVE

- 13.1 **Sick Leave Accrual:** Full-time employees shall be awarded one eight (8) hours sick leave for each month of employment. Less than full-time eligible employees shall accumulate sick leave on a pro-rata basis.

- 13.2 Employees may not carry over more than the following amount of sick leave beyond December 31st of each year:

FTE Status	Sick Leave Hours
Full-Time (100% FTE, or 40 hours/week)	1,120
Part-Time (50, 60, 75, or 80% FTE)	Pro-rated to % FTE

- 13.3 A deduction of eight (8) or ten (10) hours of accrued sick leave shall be made for each full day's absence, depending on regular shift hours worked, depending on normal scheduled hours, due to illness, injury, medical treatment, or to care for a member of the employee's immediate family. 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 An eligible family member is defined as:
- A. A child, including biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.
 - B. A biological, adoptive, de factor, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
 - C. A spouse or registered domestic partner.
 - D. A grandparent.
 - E. A grandchild.
 - F. A sibling.
- 13.5 Whenever an employee is on vacation or annual leave and becomes sick or disabled so as to prevent their employment if required to work, the employee may charge such absence to the employee's 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.
- 13.6 If an employee is absent from work three (3) days or more, the Sheriff may require a medical provider's certification upon said employee's return to work.
- 13.7 Any employee found to have abused the provisions of sick leave privilege by falsification or misrepresentation may be subject to disciplinary action.
- 13.8 **Insurance Continuation by Employee:** An employee who enters non-FMLA leave without pay status will have their insurance contribution pro-rated to the percentage of compensable hours. If the non-FMLA leave without pay is for an extended period of time, the coverage may be terminated, and the employee will be offered COBRA coverage.

13.9 Family Medical Leave Act (FMLA) authorizes employees to request leave 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 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
- D. Because of a serious health condition that makes the employee unable to perform the function of the employee's job

13.9.1 Consistent with FMLA and adopted regulations, employees are entitled to request leave without pay for eligible reasons, for up to twelve (12) weeks within a twelve (12) month period. The twelve (12) month period is a rolling 12-month period measured backward from the date taken and continuous with each additional leave day taken.

13.9.2 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.

13.9.3 The Employer will require employees to first use and exhaust all paid leave available to the employee as part of any family medical leave.

13.9.4 The employee is required to request, in writing, family medical leave on forms provided by the County, which includes a physician's verification.

13.9.5 The County will continue to pay Health & Welfare plans and life insurance consistent with Article 26 of this Agreement during qualified family medical leave.

13.10 The Employer agrees to follow all other federal and state mandated family leave, such as the Washington Paid Family and Medical Leave Act and Family Care Act.

ARTICLE 14 – LEAVE SHARING

14.1 Employees covered under this Agreement shall be allowed to share leave with other members within the Bargaining Unit, as well as members of other Teamsters Local 760 Bargaining Units within the Kittitas County Sheriff's Office.

14.2 **Eligibility to Receive Shared Leave:** An employee may be eligible to receive shared leave if they meet all of the following criteria:

- A. The employee is a regular paid employee who is covered under one of the aforementioned Collective Bargaining Units, and has successfully completed their probationary period; and
- B. The employee must be absent from the workplace due to a qualifying event, as defined in Articles 13.9 and 13.10; and
- C. The employee has depleted all of their accrued leave balances; and

- D. The employee has not received a total of more than 960 hours of shared leave while employed by Kittitas County; and
- E. The employee is not receiving time-loss payments as a result of an on-the-job injury.

14.3 **Eligibility for Donating Shared Leave:** An employee may donate accrued leave to the Shared Leave bank or to a specific eligible employee under the following conditions:

- A. The employee is a regular paid employee who is covered under this Agreement and has successfully completed their probationary period.
- B. The employee has not been intimidated, threatened, or coerced into donating accrued leave for the purposes of leave sharing.

14.3.1 An employee who would like to donate leave must submit a "Shared Leave Donation Request Form" to the Human Resources Department. Leave may be donated as follows:

- A. When donating vacation leave, the employee's accrued leave bank may not fall below 40 hours of accrued leave after the donated leave has been subtracted.
- B. When donating sick leave, the employee's accrued leave bank may not fall below 120 hours of accrued leave after the donated leave has been subtracted.
- C. When donating a Personal Holiday, the Personal Holiday must be donated in full-day increments.
- D. Leave may be donated to the Shared Leave Bank to be used for any approved request for shared leave, or to a specific employee.
- E. An employee may donate a maximum of 40 total hours per qualifying event.

An employee who would like to donate leave must submit a "Shared Leave Donation Request Form" to the Human Resources Department. The Human Resources Department will review the donation request form for eligible and compliance with this Article. The employee and the Sheriff will be notified if the request is approved or denied.

The name of the person donating leave will be kept confidential if requested.

14.4 **Requesting and Using Shared Leave:** An employee who would like to request shared leave must submit a "Shared Leave Request Form" to the Human Resources Department. If the need for leave is foreseeable, the employee must submit the request form at least thirty (30) days prior to the first day of leave. If the need for leave is not foreseeable, the employee should complete the request form as soon as possible and practical. In most cases, the County will require a medical certification to support a request for leave. If the employee has recently completed a medical certification for FMLA or PFML leave purposes, such medical certification may be used to support the need for shared leave.

The Human Resources Department will review the request for eligibility and compliance with this Article. The employee and the Sheriff will be notified if the request is approved or denied.

Once the request for shared leave has been approved, and if the employee consents, the HR Department will notify fellow bargained staff of the employee's need for shared leave donation. If the employee does not consent to be named in the notification, the notice will be made as an "anonymous" request for shared leave donations. Details about an employee's reason(s) for the need for shared leave will not be disclosed.

Shared leave will not be applied retroactively. Shared leave may begin on or after the date that an eligible employee completes the Shared Leave Request Form or the employee's first day of leave without pay, whichever is later.

The value of donated leave will be equal to the base wage of the person receiving the donated leave.

14.5 **Termination of Shared Leave:** An employee's eligibility to receive shared leave will end:

- A. Upon the employee's return to their previous schedule of work; or
- B. The shared leave is exhausted; or
- C. The employee separates from employment; or
- D. The employee's request for shared leave was for a specified period of time; or
- E. The shared leave is revoked by the HR Director, in consultation with the Sheriff.

ARTICLE 15 - MILITARY LEAVE

15.1 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 16 - COMPENSATION FOR WITNESS OR JURY DUTY

16.1 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 the employee's own time to apply for such fees. Employees will be expected to report for work when less than a normal workday 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 service or coverage.

ARTICLE 17 - LEAVE OF ABSENCE

- 17.1 A leave of absence is an approved absence from employment without pay and without loss of seniority. 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 the 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.
- 17.2 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 an unpaid leave of absence, except as required by the Family and Medical Leave Act. 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 for partial months compensated. For months where no compensation is due, the employee will be offered continuation of coverage through COBRA at 102% the current plan rate(s). Following return to work, benefits will again be provided by Kittitas County according to the applicable plan rules.

ARTICLE 18 - DISCIPLINE AND DISCIPLINARY PROCEDURES

- 18.1 The Sheriff or 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.
- 18.2 Disciplinary action or measures shall include only the following:
- A. Written reprimand
 - B. Suspension without pay
 - C. Demotion
 - D. Discharge
- 18.3 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 discipline inclusive of supervisory notes referencing oral 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.

- 18.4 Notwithstanding Article 18.3 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.
- 18.5 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 decide 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.
- 18.6 Any employee who is under investigation for disciplinary action which may result in a permanent notation in their 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.
- 18.7 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 recourse. Probationary employees shall have access to the grievance procedure for any non-disciplinary matters.
- 18.8 Any disciplinary action, as defined in Article 18.3, 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.
- 18.9 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 the Sheriff or designee, 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.
- 18.10 An employee shall have the right to have a disciplinary action against them 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 19, 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 their 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 (1) procedure or the other; said employee cannot exercise an appeal under both procedures.

- 18.11 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.
- 18.12 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 19.

ARTICLE 19 - GRIEVANCE PROCEDURE

- 19.1 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 address such actions promptly and fairly. If, however, a grievance cannot be resolved through informal means, the grievance will be settled as hereinafter provided.
- 19.2 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.
- 19.3 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.
- 19.4 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.
- 19.5 For non-disciplinary actions, if any party fails to file a grievance 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 either party must file either a written demand for an investigatory hearing before the Civil Service Commission or initiate 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 the last determination and response final and conclusive.
- 19.6 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. 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 the Union representative or a representative of their own choosing, if the employee 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 herein. The following procedure shall be initiated 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.

- 19.7 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.
- 19.8 The formal grievance procedure shall be as follows:

STEP 1:

- A. 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.
- B. 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:

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. 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 Limit:** 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 neither party agrees on a neutral arbitrator, then either party may request that the Public Employment Relations Commission (PERC) submit a list of nine (9) names.
 - ii. 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:

- i. The arbitrator will not have the authority to add to, subtract from, alter, change, or modify the provisions of this Agreement.
- ii. 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.
- iii. The arbitrator shall consider and decide only the question or issue raised at Step 1 and/or Step 2.
- iv. 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.
- v. Decisions regarding changes in past practices (Article 4.3) shall be advisory only.

F. Arbitration Award - Damages - Expenses:

- i. The arbitrator shall not have the authority to award punitive damages.
- ii. 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 20 - CLOTHING AND CLEANING ALLOWANCE

- 20.1 Each Jail Deputy shall have a minimum of four (4) complete utility uniforms, one (1) class A uniform, and one (1) coat as required by the Sheriff. Such uniforms will be purchased by the Employer. Each Security Deputy shall have a minimum of three (3) complete utility uniforms and one (1) coat.
- 20.2 The Employer shall have the duty to supply clothing and equipment of the nearest standard size to an employee's measurements, including vendor supplied alteration, provided however, custom tailoring will be the responsibility of the employee.
- 20.3 The Employer agrees to repair or replace defective and/or unserviceable clothing or equipment, as determined and authorized by the Sheriff.
- 20.4 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.

- 20.5 Uniformed 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.
- 20.6 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 \$200, and the footwear will not be eligible for replacement for at least one (1) year from the date of purchase. The Sheriff will determine whether an employee's footwear requires replacement or repair. If deemed necessary, the Employer shall pay for repair; if repair is not an option, replacement must be approved by the Sheriff, and shall not exceed \$200. Employees who prefer to purchase more expensive footwear may request reimbursement up to \$200 in writing and must provide a copy of the sales receipt. Replacement shall not occur more frequently than once per year.

ARTICLE 21 - WAIVER OF PORTION OF AGREEMENT

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

ARTICLE 22 - SAVINGS CLAUSE

- 22.1 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 23 - BILINGUAL PAY

- 23.1 **BILINGUAL PAY:** Employees who demonstrate a verifiable fluency in Spanish at a conversational level and are willing to provide interpretive services shall be eligible for bilingual pay. An objective, third-party testing service will be used to establish an acceptable level of fluency. Employees must arrange with the Human Resources Department to be tested. Bilingual pay will not be applied automatically or retroactively. Bilingual pay will become effective on the first day of the pay period following receipt of final test results. The Sheriff's Office will be responsible for the cost of testing. Employees shall not suffer a loss of pay while testing. However, overtime shall not result.

Employees scoring at a level of IL (Intermediate Low) or above as stated in LTI Language Testing will be considered conversationally acceptable and will receive an additional 1.5% of their base pay for as long as they are able and willing to provide interpretive services.

ARTICLE 24 - STRIKES AND LOCKOUTS

- 24.1 Strikes, slowdowns, work stoppages, or any other interference with the work by the employees are prohibited.

- 24.2 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.
- 24.3 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.
- 24.4 No lockout of employees shall be instituted by the Employer.

ARTICLE 25 - MEDICAL, DENTAL, VISION, RETIREE'S MEDICAL, AND LIFE BENEFITS

- 25.1 The Employer agrees to provide at least one (1) option for major medical, dental, vision, and basic life insurance plans for employees of the County.
- 25.2 Purchase of employee healthcare coverage is mandatory in all areas offered through the Employer (medical, vision, dental, basic life, and long-term disability). Purchase of dependent healthcare coverage is optional.
- 25.3 The parties mutually agree that the Union may vote to move to Teamsters UEBT medical (Plan A6 composite/full family coverage); however, they must notify the County HR Director of their final decision in writing no later than November 1 for the change to occur the following year. In that event, the employer contribution shall continue to be equal to the amount granted to non-bargained employees during each annual budget cycle. Mid-year changes will not be allowed.
- 25.4 Effective January 1, 2025, the County shall pay 100% of the premium amount for Teamsters Retiree Welfare Trust (RWT) Plus XL medical plan per bargaining unit member per month.

ARTICLE 26 - SALARIES CLASSIFICATIONS – WAGE RATES - OTHER PROVISIONS

- 26.1 Effective January 1, 2025, all wages will be increased according to the schedule outlined in Appendix A.
- 26.2 Effective January 1, 2026, all wages will be increased by 3%.
- 26.3 Effective January 1, 2027, all wages will be increased by 3%.
- 26.4 Salary classifications and wage rates are contained in Appendix "A" attached hereto and incorporated by this reference.
- 26.5 **Fitness Incentive:** A fitness incentive of \$110.00 per month will be available to those individuals who successfully pass the Kittitas County Sheriff's Office Physical Ability Test (PAT). Testing will take place every six (6) months (in April and October) with pay to begin or end May 1 and November 1. Fitness incentive applies to Jail Deputies, Corporal, Sergeant, Lieutenant and Security Deputies. All participating employees must make themselves available on the scheduled test dates. Employees shall be on "in-service" status during the examination/testing process but shall receive no overtime or extra compensation for the time spent testing.

26.5.1 **Waiver:** An employee suffering a work-related injury/impairment shall continue to receive fitness incentive pay during the medically restricted period; said pay will continue upon returning to work, until the next testing period (in April or October). To be eligible, the employee must have been receiving fitness incentive pay at the time of the injury/impairment.

26.6 **Referral Bonus:** Employees covered by this Agreement may be eligible for a payment of five hundred dollars (\$500) per referral if they refer someone who becomes a new or lateral Jail Deputy. The recruit must pass all requirements of the hiring process and complete three (3) months of employment before the bonus will be payable.

ARTICLE 27 - PAY ARRANGEMENTS

27.1 All employees shall be paid monthly on the last working day of the month, and 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.

27.2 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.

27.3 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 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 the employee's activities during such investigations to matters relating to this Agreement; provided, however, the employee shall not interfere with the operation of normal routine of any division of the Sheriff's Office. The Union shall not distract an employee while on duty.

29.2 **Bulletin Board:** The Union shall be entitled to maintain two (2) bulletin boards in a conspicuous place within the Sheriff's Office and Jail Control Room 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.

29.3 **Negotiations:** The Union will notify the Sheriff in writing of the members of the negotiating committee. Said members shall be allowed time off without pay to attend negotiation meetings, at the discretion of the Sheriff. To qualify, the employee must:

- A. Notify the Employer at least forty-eight (48) hours prior to the time off.
- B. The Employer must be able to properly man the employee's job duties during the time off; and,
- C. The wage cost to the Employer is no greater than the cost that would have been incurred had the Union official not taken time off.

29.4 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.

29.4.1 Allowable aggregate of such paid time off for all individuals shall not exceed five (5) working days in one (1) calendar year.

29.4.2 Attendance by individual Deputies 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 **Tattoos**: Employees with tattoos shall be allowed to wear short sleeved uniforms on duty unless the content or depiction is deemed offensive in nature and inappropriate. At no time while the member is on-duty or representing the Sheriff's Office in any official capacity shall any offensive tattoo or offensive body art be visible. Examples of offensive tattoos include but are not limited to those that exhibit or advocate discrimination; those that exhibit gang, supremacist, or extremist group affiliation; and those that depict or promote drug use, sexually explicit acts, or other obscene material. Employees shall not have tattoos on their neck and or face. Tattoos on the hands are discouraged except for tattooed wedding bands. Tattoos shall not be visible in a class (A) uniform unless approved by the Sheriff. Ultimately, the Sheriff will make the final decision on what is acceptable, not subject to Article 19.

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 the employee 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 clearly designated and/or segregated as no longer eligible for consideration in disciplinary actions. The Sheriff shall determine whether or not such designation or segregation of materials is appropriate. In no event shall derogatory material, other than suspensions greater than five (5) days, disciplinary demotions, or discharges, remain eligible for consideration in disciplinary actions for 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 TERM OF AGREEMENT

- 32.1 This Agreement shall be in full force and effect from January 1, 2025 except as otherwise provided and shall remain in full force and effect through December 31, 2027. Either party may, upon ninety (90) calendar days' notice prior to the date of expiration, 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. Steward Elections shall be held at the midpoint between the ratification of one contract and the opening of another.
 - B. The Union and the Employer agree to meet for preliminary discussions regarding bargaining during the month of February; and,

- C. The parties shall establish collective bargaining sessions to commence thereafter on a mutually acceptable basis; and,
- D. 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.

WITNESS WHEREOF, this Agreement was signed this 18th day of December, 2024.

FOR THE UNION

FOR THE EMPLOYER



Richard A. Salinas, Secretary Treasurer

12.13.24



Brett Wachsmith, Commissioner Chair

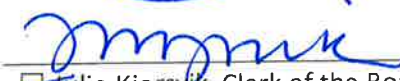


Laura Osiadacz, Commissioner Vice Chair



Cory Wright, Commissioner





☐ Julie Kjorsvik, Clerk of the Board

☐ Mandy Buchholz, Office Administrator



Clay Myers, Sheriff

ORIGINAL

APPENDIX A

JAIL DEPUTY

Step	Years of Service Completed	Percentage Increase from Previous Step	2025 Monthly Base Wage	2026 Monthly Base Wage	2027 Monthly Base Wage
1	0	NA	\$5,388	\$5,550	\$5,717
2	1	3%	\$5,550	\$5,717	\$5,889
3	2	3%	\$5,717	\$5,889	\$6,066
4	3	10%	\$6,289	\$6,478	\$6,673
5	4	5%	\$6,603	\$6,802	\$7,007
6	5	5%	\$6,933	\$7,143	\$7,358
7	6 - 8	5%	\$7,280	\$7,501	\$7,726
8	9 - 10	5%	\$7,644	\$7,877	\$8,113
9	11+	5%	\$8,026	\$8,271	\$8,519

JAIL CORPORAL, SECURITY DEPUTY

Step 1 of the Jail Corporal/Security Deputy wage scale shall be equal to step 8 of the Jail Deputy wage scale.

Step	Years of Service Completed	Percentage Increase from Previous Step	2025 Monthly Base Wage	2026 Monthly Base Wage	2027 Monthly Base Wage
1	0	NA	\$7,644	\$7,877	\$8,113
2	1	3%	\$7,873	\$8,114	\$8,357
3	2	3%	\$8,109	\$8,358	\$8,608
4	3+	3%	\$8,352	\$8,609	\$8,867

JAIL SERGEANT, SECURITY SERGEANT

Step 1 of the Jail Sergeant/Security Sergeant wage scale shall be 5% higher than step 4 of the Jail Corporal/Security Deputy wage scale.

Step	Years of Service Completed	Percentage Increase from Previous Step	2025 Monthly Base Wage	2026 Monthly Base Wage	2027 Monthly Base Wage
1	0	NA	\$8,770	\$9,040	\$9,311
2	1	3%	\$9,033	\$9,312	\$9,591
3	2+	3%	\$9,304	\$9,592	\$9,879

JAIL LIEUTENANT

Step 1 of the Jail Lieutenant wage scale shall be 5% higher than step 3 of the Jail Sergeant/Security Sergeant wage scale.

Step	Years of Service Completed	Percentage Increase from Previous Step	2025 Monthly Base Wage	2026 Monthly Base Wage	2027 Monthly Base Wage
1	0	NA	\$9,769	\$10,072	\$10,373
2	1	3%	\$10,062	\$10,375	\$10,685
3	2+	3%	\$10,364	\$10,687	\$11,006

Progression through the above salary schedule shall be based upon service time in the position within the department. For each twelve (12) months of service the employee will advance one step as outlined by the salary schedules above. For the purpose of step increases, the anniversary date shall be the date the employee started their current position (the "position date"). For anniversary dates occurring between the 1st and 15th day of the

month, any step increase will be effective on the first day of that month; for anniversary dates occurring between the 16th and final day of the month, any step increase will be effective on the first day of the next month.

Retroactive payment of wages will be limited to those members of the bargaining unit employed by the County as of the date of signing this agreement.

Jail Deputies who are promoted to Jail Corporal or Security Deputy will enter the new wage scale at step 1, or the first step that provides the employee with a 3% increase.

APPENDIX B

A. PURPOSE

The purpose of the personal physical fitness standards and testing program is to promote physical fitness of Jail Corrections and Security Deputies Officers 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. ADMINISTRATION OF THE PHYSICAL FITNESS TESTING

The physical fitness ability testing will be conducted twice each year, in April and October. 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. Deputies Officers shall be on on-duty status during the examination (testing) process but shall receive no overtime or extra compensation for the time spent taking the examination. 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 with the announced test date may request an alternate date. The reason(s) for the request must be presented to the Sheriff in writing at least five (5) days before the test date. 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.

D. 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 in the contract. If such employees do not achieve passing score on any semi-annual test, such employee shall not receive, and shall not be eligible to receive, any fitness incentive pay until a passing score is achieved, but in no event shall such employee be entitled to receive any such fitness incentive pay until the next succeeding scheduled semi-annual test is conducted.

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.

E. FITNESS TEST BENCHMARKS—FITNESS INCENTIVE PAY

Minimum Testing Requirements: To be eligible to receive fitness incentive pay, participants must pass each of the four following tests: 300-meter run, push-ups, sit-ups, and squat-thrusts. Each participating employee who passes this Physical Ability Test (PAT) shall be entitled to receive fitness incentive pay, paid monthly, in the amount specified in the contract.

Physical Ability Test Standards: The KCSO PAT is comprised of four test components. All four components must be completed with a passing score to pass the KCSO PAT.

1. 300-meter run (followed by 15 minutes rest)
2. Push-ups (followed by 5 minutes rest)
3. Sit-ups (followed by 10 minutes rest)
4. Squat-thrusts (followed by 5 minutes cool-down to include walking and stretching)

Test participants should perform an independent or conducted warm up of 5-10 minutes consisting of a general warmup followed by stretching to include stretches for shoulders, back, and upper and lower legs. The test components should be administered in the following sequence:

1. The 300-meter run shall use a standard track or a marked level course (300 meters = 328 yards = 984 feet). Participants will be instructed to line up at the starting line. Time will begin when the signal to start running is given. The maximum passing time on the 300-meter run is 71.49 seconds.
2. The Push-up test shall be administered according to the protocols of the WSCJTC, except for the number of repetitions. The test is timed with a maximum limit of 90 seconds. To pass the KCSO PAT the participant must complete 25 successful repetitions within this time.
3. The Sit-up test shall be administered according to the protocols of the WSCJTC, except for the number of repetitions. The test is timed with a maximum limit of 90 seconds. To pass the KCSO PAT the participant must complete 25 successful repetitions within this time.
4. The Squat-thrust test shall be administered according to the protocols of the WSCJTC, except for the number of repetitions. The test is timed with a maximum limit of 180 seconds. To pass the KCSO PAT the participant must complete 35 successful repetitions within this time.

Each participating employee who passes the PAT shall be entitled to receive fitness incentive pay, paid monthly, in an amount specified in Article 26.4 of this agreement.