

COLLECTIVE BARGAINING AGREEMENT

between



ORIGINAL

**Kittitas County
Board of County Commissioners**

and the

Kittitas County Sheriff



And

**Teamsters Union Local 760
Representing Line Sergeants & Deputies of the Sheriff's Office**



January 1, 2025 – December 31, 2027

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ARTICLE 1 – PREAMBLE AND PUROSE OF THE 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 designee's as representing the Employer.

ARTICLE 3 – UNION SECURITY AND CHECK OFF

- 3.1 Employees of the Employer covered by this Agreement may, following the beginning of such employment join the Union.
- 3.2 The Union agrees to represent all employees within the bargaining unit without regard to Union membership. The Union shall provide the Employer with thirty (30) calendar days' notice of any change in the dues structure and/or the initiation fee structure.
- 3.3 When the Employer hires a new employee, the Employer shall, within twenty-one (21) business days of the date of employment, notify the Union in an editable digital file format, the following information;
 - A. Name and date of hire.
 - B. The employees' contact information, including: Cellular, home and work telephone numbers; work and most up to date personal email addresses; and home address or personal mailing address.
 - C. Employment information, including the employees job title, salary or rate of pay, and work site or duty station.
 - D. Any other information as required by RCW 41.56.035.
- 3.4 The Employer will provide to the Union, every one hundred and twenty (120) days, in an editable digital file format, the following information on all employees serving in the bargaining unit the following information:

- A. Name and date of hire or appointment in the bargaining unit (seniority list).
 - B. The employees' contact information including: Cellular, home and work telephone numbers; work and most up to date personal email addresses; and home address or personal mailing address.
 - C. Employment information, including the employees' job title, salary or rate of pay, and work site or duty station.
 - D. Any other information as required by RCW 41.56.035.
- 3.5 The Employer agrees to provide a representative of the Union with reasonable access to new employees serving in bargaining unit positions for the purpose of presenting information about their exclusive bargaining representation.
- 3.6 The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. The Employer will furnish the employees appointed into bargaining unit positions membership materials supplied by the Union. The Employer will inform employees if they are subsequently appointed to a position that is not in a bargaining unit.
- 3.7 Dues: Upon receipt of the dues authorization from the Union, the Employer agrees that it will deduct from the employees' pay, the dues and/or fee amount(s), as certified by the Union as the exclusive bargaining representative and shall transmit the same to the Union within twenty (20) business days.
- An employee's authorization may be written, electronic or recorded on a form or authorization provided by the Union.
- An employee's request to revoke authorization from payroll deductions must in writing and submitted by the employee to the Union in accordance with the terms and conditions of the authorization.
- After the employer receives written notice from the Union that an employee has revoked authorization for dues deduction, the Employer shall end the deduction no later than the second payroll after receipt of the dues deduction revocation from the Union.
- 3.8 The Union agrees to defend and hold the Employer harmless against all suits, orders or judgments brought or issued which may arise from the Employer making a good faith effort to administer 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 consistently 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 workforce 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, involving a mandatory subject of bargaining, 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 through the remedies available in this Agreement.

ARTICLE 5 UNION RIGHTS

5.1 The Union and its membership do not waive their 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 that s/he is suspected of:

- A. Committing a criminal offense; or
- B. Misconduct that could be grounds for termination or discharge, demotion, suspension without pay or a written reprimand from the Sheriff; or
- C. That s/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 a suspension, demotion, or 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. The Employee shall be allowed an opportunity to contact and consult privately with an attorney of

their choosing, or a representative of the Union, before being interviewed (up to five (5) calendar days).

- 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 an investigation interview be recorded. 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.
- 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 the initial application for employment. 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 – DEFINITION 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 their 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 below.
- 7.3 Probationary Status Limitations: Any probationary employee who, through no fault of his/her own, is unable to attend and complete the appropriate basic law enforcement training course within the probationary period set forth 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.

7.4 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. All members of the reserve unit will be specially commissioned Reserve Deputies of this office as defined in RCW 10.93.020(5).

- A. 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. Use of reserve law enforcement deputies, except for the duties and details noted below and established by past practice, 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.
- B. In addition to service in times of bona fide emergency and/or inadequate availability of regular employees, the reserve unit may participate in contracted security services at events where these services are established past practice, including the annual national art show and auction of the Western Art Association; the Kittitas County Fair and Rodeo and public events sponsored by the Fair and Rodeo Boards; and other events requiring security officers when the only alternative is contracted private security officers. Reserve deputies may also be utilized for assistance with traffic flow and traffic management at parades.

7.5 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.

- A. 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 BLEA training prior being certified as Peace Officers in Washington State.
- B. Lateral Deputy Salary: An applicant selected for appointment as a Lateral Deputy 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 (Step 2) Lateral Deputies who possess additional 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 (Step 3), or as determined by the Sheriff under Appendix C.

- C. 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 - SENORITY

- 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.
- 8.2 For the purposes 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.
- 8.3 For purposes of Longevity, seniority shall be defined in Article 22.
- 8.4 For purposes of restructure, seniority shall be based on the time in rank; bumping rights will apply.
- 8.5 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.
- 8.6 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.
- 8.7 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.

- 8.8 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.
- 8.9 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 LAY OFF 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 – HOLIDAY / 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	12	27	18 hours
8 through 15 yrs.	19.5	12	31.5	21 hours
16 through 22 yrs.	25.5	12	37.5	25 hours
23 yrs. & over	27	12	39	26 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 Jr.'s Birthday
President's Day	Memorial Day

Juneteenth	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	The day following Thanksgiving Day
Christmas Day	Floating Holiday

- A. All hours worked on a listed holiday (excluding the floating holiday) shall be compensated at the overtime (1½) rate of pay in addition to the holiday accrual time. The Holiday shall be considered worked for the shift start time that falls on the holiday and shall be paid for the entire shift.
- 10.5 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 Block Leave: The Employer will provide a full year calendar in a conspicuous location for the purpose of vacation bidding.
- A. Block Leave (Vacation Leave) bidding shall commence November 1, of every calendar year, for scheduling in the following calendar year.
- B. Block Leave 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.
- C. Upon completion of block leave bids, the employees will commence bidding in order of seniority for days off (this may be single or consecutive days, but less than full weeks until the seniority list has been exhausted).
- D. 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.
- 10.11 Mandatory Callback on block leave: For all mandatory callbacks on block leave, employees shall be compensated at two (2x) their normal hourly rate and shall be compensated for a minimum of six (6) hours per callback.
- A. Employees that voluntarily respond to a callout shall continue to be paid at the overtime rate but shall not qualify for the double time pay rate or 6-hour minimum requirement.

ARTICLE 11 – HOURS OF WORK / OVERTIME

- 11.1 The workday shall be established at the discretion of the Sheriff and shall consist of eight (8), ten (10), ten-hour forty-minute (10-40), or twelve (12) hour shifts, including meal period and rest periods depending on the shift worked as set forth below.
- A. **(5-8's):** In cases of a work shift of five (5) eight (8) hour workdays, 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.
- B. **(4-10's):** In cases of a work shift of four (4) ten (10) hour workdays, 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.
- C. **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.
- D. **(10-40):** In cases of a work shift of ten hour-forty minute (10-40) 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 workdays 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 workday 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, or 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 workdays 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 employees' shift, workdays, and hours. Each employee shall work at a minimum, one opposite shift per calendar year (e.g., rotate to days or nights).
- 11.7 Employees may trade individual shifts provided, they first request and receive approval from the Sheriff, their designee, or their immediate supervisor. Such an exchange of shifts shall not constitute a basis for entitlement to overtime compensation; overtime will be paid as required by contract/law.
- A. Employees may request to voluntarily trade / exchange shifts. Requests must be made in writing to the immediate supervisor, signed by both employees requesting the trade / exchange. The Sheriff or designee will approve or deny all requests for exchanges.
 - B. 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.
 - C. Once approved, the employee assumes full ownership as if it is his/her own shift. Failure to work the shift without prior approval will subject the employee to the disciplinary process.
- 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 1/2) 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 1/2) times the employee's regular full rate of pay. If the employee is assigned to a ten hour-forty-minute (10-40) shift schedule, all hours worked in excess of ten hours and forty minutes, or 160 hours in a 28-day work period, shall be compensated at one and one-half (1 1/2) times the employee's regular rate of pay.
- A. All overtime shall be paid for, in increments of twenty (20) minutes with the major portion of twenty (20) minutes being paid as twenty (20) minutes. There shall be no pyramiding of overtime.

- B. 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.
 - C. Callout: An employee who is required to report to work less than four (4) hours prior to the beginning of a regularly assigned shift shall receive four (4) 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.
 - D. 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.
 - E. 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 it is 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 sixty (60) 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 in person as a result of circumstances which occurred in the line of duty and must do so during time other than their regular duty hours, shall be paid as set forth in Section 11.9 herein while in or awaiting court with a minimum of four (4) hours' paid time. If less than four (4) hours is necessary to perform the court-related function, the employee shall not be required to perform other work to fulfill the remaining time, to receive the minimum four (4) hours of pay. If the required court participation is telephonic or remote and conducted from the employee's home or other location at the employee's discretion, the employee shall be paid a minimum of two (2) hours or the time required by the court, whichever is greater. If the employee has not followed the court required 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 to and from any Employer-required authorized and assigned school or training, travel time shall be considered hours worked in accordance with federal and state law.
- 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 when there is 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.

- A. 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.
- B. Overtime communication and assignment procedure for opportunities between twenty-four (24) hours and seven (7) calendar days 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.
- C. A senior employee may not bump a junior employee scheduled for overtime within seven (7) calendar days 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: Full-time employees shall be awarded one (1) day, ten (10) hours of sick leave for each month of employment.
- 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 per week)	1,096 Hours
Part-time (FTE equivalent by percentage)	Pro-rated to the FTE percentage

- 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/her employment if required to work, he/she may charge such absence to his/her 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, exceeding three (3) consecutive workdays, 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 s/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: Line Deputies shall be allowed to share leave with other members of the Sheriff's office. An employee may share a maximum of 40 hours per instance. At no time will the act of leave sharing sick leave cause their own sick leave bank to fall below 120 hours after the donated leave is subtracted.
- A. The Shared Leave Process is outlined in Appendix D, attached to this agreement.
- 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:
1. For the birth of a son or daughter, and to care for the newborn child;
 2. For placement with the employee of a son or daughter for adoption or foster care;
 3. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,
 4. Because of a serious health condition that makes the employee unable to perform the function of the employee's job.
- A. 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.
- B. 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.

- C. 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, WACs, 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 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 their 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 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 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.

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 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:
1. Written reprimand from the Sheriff
 2. Suspension without pay
 3. Demotion
 4. 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 from the Sheriff 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, except those designated ineligible for such consideration according to section 31.5 of this agreement. The following illustrates the disciplinary actions and options available to the Sheriff under this concept:
1. First offense . . . written reprimand from the Sheriff
 2. Second offense . . . written reprimand from the Sheriff, suspension without pay
 3. Third offense . . . written reprimand from the Sheriff, suspension without pay, demotion, discharge.
- 17.4 Notwithstanding subsection 17.3 above, the Sheriff may immediately suspend without pay, or discharge an employee when judicial probable cause for a felony violation has been found.
- 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) calendar 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 which may result in any disciplinary action as defined in 17.3 above, 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 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.
- A. The employee shall be provided a complete copy of the investigation and evidence utilized by the Sheriff's Office during the investigation prior to the hearing to allow the employee to present any additional facts and/or circumstances that should be considered. Investigatory information and/or evidence will not be provided if its disclosure would impede an ongoing criminal investigation.
- 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 their Union representative, or a representative of their own choosing, if s/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: 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 for Non-Disciplinary Issues: After timely notice, the parties shall select an arbitrator in the following manner:
1. 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. Arbitrator Selection for Discipline: The selection of an arbitrator for issues involving disciplinary action shall be established by Washington State Law and PERC rules. In the event of a conflict between this Agreement and Washington State Law and/or PERC rules, the Washington State Law and/or PERC rules shall prevail.
- E. 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.
- F. 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.
1. 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.
 2. The arbitrator shall consider and decide only the question or issue raised at Step 1 and/or Step 2.
 3. 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.
 4. Decisions regarding changes in past practices (Section 4.3) shall be advisory only.
- G. Arbitration Award - Damages - Expenses: The arbitrator shall not have the authority to award punitive damages.
1. 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.
- A. 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 designee determines is necessary to perform their duties and responsibilities until such time as the Sheriff or 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 \$500, 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 \$350. Employees who prefer to purchase more expensive footwear may request reimbursement up to \$350 in writing and must provide a copy of the sales receipt. Replacement shall not occur more frequently than every two (2) years. Footwear shall be owned by the employee and not subject to return as an item of issue.
- 19.8 Uniformed personnel assigned to non-uniformed special duties (including Detectives, and the MCU Supervisor) by the Sheriff shall have a clothing allowance of up to \$665.00 per year to be paid at the rate of \$0.32 per hour if paid on an hourly basis, 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/her 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 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	1.5%
10 years	3%
15 years	5%
20 years	7 %

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

A. Determination of the job-relatedness of the degree program is at the discretion of the Sheriff and is not subject to the grievance procedure. Education pay will become effective on the first day of the pay period following the receipt and certification of the employee's degree certificate or transcript.

Level of Education	Amount per month, above base pay
Associates	1%
Bachelors	2%
Masters	3%

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, 2025, and for the remaining term of this Agreement, the following medical, dental and vision provisions shall apply.
 - A. 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 EXT, and life coverage will be provided through WTWT Life Plan B.
 - B. Effective January 1, 2022, 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.

24.4 Effective January 1st, 2025, the Employer shall pay 100% of the cost of the Washington Teamsters Retiree Health Care XL Plus Plan per employee per month.

ARTICLE 25 – SALARY CLASSIFICATIONS – WAGE RATES – OTHER PROVISIONS

25.1 Effective January 1, 2025 the wage scale in Appendix A shall be increased as follows:

2025	10%
2026	4.5%
2027	4.5%

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 one (1) additional straight time hour of pay for each day in which they have a student officer assigned.

25.5 The parties agree, pursuant to 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, 2025, 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 be every six (6) months (in April and October) with pay to begin or end May 1 and November 1.

A. 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 release, or by mutual agreement. To be eligible, a Line Deputy must have been receiving incentive at the time of the injury/impairment.

25.7 Bilingual Pay: Employees who demonstrate verifiable levels of fluency in Spanish 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 the test results.

A. Employees who test at the level of “intermediate High” to “Advanced Low” on the ACTFL scale, or a “Level 1+” to “Level 2” on the IRL scale will be considered conversationally fluent and will receive an additional 1.5% of their base pay.

B. Employees who test at the level of “Advanced Mid” or above on the ACTFL scale, or a “Level 2+” or above on the IRL scale will be considered credibly fluent and will receive an additional 3% of their base pay.

25.8 Instructor Pay: Line Deputies assigned by the Sheriff as Certified Firearms Instructors, Certified Defensive Tactics Instructors, Patrol Tactics Instructor and as a Reserve Coordinator 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.

- A. There shall be a maximum additional compensation provided for Instructor pay of 1.5%.
- B. No member represented under this agreement shall be required to perform the duties listed above without the additional compensation. Members may agree to receive the training and perform the duties without compensation as a development position by mutual agreement of both parties.

25.9 Out of Class Pay: Line Deputies who are designated to serve as Deputy in Charge (DIC) shall be compensated for the hours worked as DIC at an additional 2.5% of their base pay. A DIC will be designated and compensated with a single patrol shift operates with no supervisor on duty or in service for a period of at least eight (8) hours.

- A. The Sheriff or designee will designate a DIC when the need for one is anticipated. The selection of the DIC is not subject to grievance or appeal.
- B. If a single patrol shift is without supervision for at least eight (8) hours when no DIC has been designated, the deputy with the greatest service seniority will serve as DIC.

ARTICLE 26 – PAY ARRANGEMENTS

- 26.1 All employees shall be paid monthly, on the 10th of every month, there shall be no deductions other than required by law or authorization in writing by the employee. The requirement to pay on the 10th of every 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.
- 26.4 All pay calculations, and payroll shall be based on the employee's hourly wage, as set forth in Appendix A.

ARTICLE 27 – RETIREMENT CONTRIBUTIONS

- 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.

- 27.3 Deferred Compensation: The Employer shall match employee contributions to the Employer-sponsored 457(b) deferred compensation plan up to a maximum of two percent (2%) of an employee's base wage.
- A. Eligibility: All employees who voluntarily participate in one (1) of the Employer-sponsored 457(b) deferred compensation plans by making contributions from their wages are eligible to receive the Employer's matching contribution.
 - B. Calculation of Matching Contributions: The Employer's matching contribution shall be calculated based on 2% of the employee's base wage per pay period, provided that the employee contributes an equal or greater amount to the 457(b) deferred compensation plan.
 - C. Timing of Contributions: Employer matching contributions will be made on a per-pay-period basis, concurrent with employee contributions. Matching contributions are deposited into the employee's 457(b) account in accordance with applicable laws and plan regulations.

ARTICLE 28 – LIABILITY PROTECTIONS

- 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/her activities during such investigations to matters relating to this Agreement, provided, however, s/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.

- A. Allowable aggregate of such paid time off for all individuals shall not exceed five (5) working days in one (1) calendar year.
- B. 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.
 - A. Any fitness for duty exam required by the employer shall be based on reasonable cause to be believe that an employee is unfit to perform the job functions. Employees shall be provided copies of any fitness for duty evaluations by Kittitas County within forty-eight (48) hours of the County receiving the written results.
- 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.
- 30.3 Residency: Deputies may reside anywhere within Kittitas County.
 - A. The Sheriff may authorize Deputies to reside in a boarding county at a location which allows a response time from their residence to the Sheriff's Office in Ellensburg of no more than 60 minutes while driving at lawful traffic speed limits. Authorization to reside outside of Kittitas County is at the Sheriff's sole discretion. Once granted to a Deputy, this authorization shall not be revoked for that Deputy.
 - B. The Sheriff may authorize residence at a location outside these limitations at his or her sole discretion.
- 30.4 Audio/Visual Recording: The Sheriff's Office uses audio/video recording equipment to fulfill our mission and to enhance public trust. Audio/video recording equipment shall be utilized in a manner consistent with this Agreement.
 - A. Upon request, employees may review available and relevant audio/video recordings taken by KCSO personnel prior to writing a written report or providing a statement.
 - 1. Where the use of deadly force by a member, results in a death, substantial bodily harm, or great bodily harm, a supervisor may administratively order the member to provide public safety information necessary to secure the scene, identify injured parties and pursue suspects prior to review of recordings.
 - B. The use of all audio/visual recordings shall be available to supervisors or other assigned investigators when investigating documented complaints or when reasonable cause is

present that an employee has committed a policy violation or a criminal offense. The scope of recordings reviewed in such an investigation shall be reasonably restricted to the cause of the investigation.

- C. The Employer may utilize audio/visual recordings in accordance with statutory requirements for training and quality control reviews. Such audits shall not include an imbalanced focus on any specific deputy or deputies. If, in the course of audit or review of audio/visual recordings, reasonable cause is found for further investigation concerning a specific deputy or deputies, that cause shall be documented and submitted to command staff prior to any broader review of the recordings of the specific deputy or deputies.
- D. Any supervisor or investigator who reviews audio/visual recordings while investigating potential policy or law violations shall document all recordings reviewed; and a log of all body camera recordings downloaded or viewed will be maintained and available for examination in any grievance or appeal regarding the use of audio/visual recordings.

30.5 Assigned Vehicles: Commissioned Deputies shall be issued an appropriate vehicle, as determined by the Sheriff, for their assigned duties.

- A. Deputies who reside within Kittitas County may take their vehicle home and may check on and off duty from their assigned vehicle at the beginning and end of their shift.
- B. At his or her discretion, the Sheriff may authorize Deputies who reside outside of Kittitas County to take their vehicles home. Deputies authorized to take issued vehicles home to residences outside of Kittitas County shall check on-duty from their vehicle inside Kittitas County at the beginning of their scheduled shift and shall check off-duty before leaving Kittitas County.
- C. Except when conducting county business, use of issued vehicles while outside of Kittitas County shall be limited to a direct commute to and from the Deputy's residence. While driving an issued vehicle to or from their residence outside of Kittitas County, Deputies should take official action only in serious emergencies or at the request of an outside agency.
- D. If a Deputy engages in official action while driving their issued vehicles to or from their residence while outside of Kittitas County, they shall notify the law enforcement agency with primary jurisdiction immediately and relinquish primary responsibility for the action as soon as reasonably possible. They shall also notify Kittitas County Dispatch as soon as feasible when they begin and end involvement in such out-of-county action.

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 periodic evaluation reports that have been completed by Management personnel. Evaluations shall attach supporting documents from the period under consideration, including records required by RCW 40.14.470.

- 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 - APPENDIX INCORPORATION

- 32.1 The following appendices are hereby incorporated into this agreement by reference.
- A. Appendix A – Wages
 - B. Appendix B – Physical Fitness
 - C. Appendix C – Lateral Hire Employees
 - D. Appendix D – Shared Leave

ARTICLE 33 – TERMS OF NEGOTIATIONS AND THIS AGREEMENT

- 33.1 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 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.
- 33.2 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.

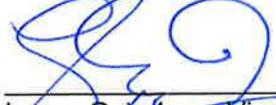
IN WITNESS WHEREOF this Agreement was signed this 14th day of January, 2024.⁵

FOR THE UNION:

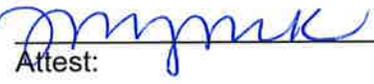

 Richard A. Salinas Date 12.23.24
 Secretary Treasurer

FOR THE EMPLOYER:


 Brett Wachsmith, Chair Commissioner
 Board of County Commissioners


 Laura Osialacz, Vice Chair


 Cory Wright, Commissioner Vice-Chair


 Attest:

- Julie Kjorsvik, Clerk of the Board
- Mandy Buchholz, Deputy Clerk II


 Clay Myers, Sheriff



ORIGINAL

Appendix A Wages & Special Pay

A. Wage Scale and Steps

Deputy Step	1	2	3	4	5	6
<i>Service Credit</i>	0-12 Months	13-24 Months	25-36 Months	37-48 Months	49-60 Months	60+ Months
<i>% Between Steps</i>		3%	3%	10%	3%	3%
2025 – 10%	\$38.47	\$39.62	\$40.81	\$44.89	\$46.24	\$47.63
2026 – 4.5%	\$40.20	\$41.40	\$42.65	\$46.91	\$48.32	\$49.77
2027 – 4.5%	\$42.01	\$43.27	\$44.57	\$49.02	\$50.50	\$52.01

Corporal Steps	1	2	3	4
<i>Service Credit</i>	0-12 Months*	13-24 Months	25-36 Months	36+ Months
<i>% Between Steps</i>				
2025 – 10%	\$47.63	\$49.06	\$50.53	\$52.05
2026 – 4.5%	\$49.77	\$51.27	\$52.80	\$54.39
2027 – 4.5%	\$52.01	\$53.57	\$55.18	\$56.84

Sergeant Steps	1	2	3
<i>Service Credit</i>	0-12 Months	13-24 Months	25+ Months
<i>% Between Steps</i>			
2025 – 10%	\$53.61	\$55.22	\$56.88
2026 - 4.5%	\$56.02	\$57.70	\$59.44
2027 - 4.5%	\$58.54	\$60.30	\$62.11

* Top Step Deputies that are promoted to the position of Corporal, shall be placed at Step 2 on the Corporal pay scale.

B. Detective Assignment

Employees selected for the specialty assignment of Detective shall receive a monthly stipend equal to 5% 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 8.9, employees selected for specialty assignments may be rotated out at the discretion of the Sheriff.

C. Longevity

Completed years of service	Amount per month, above base pay
5 years	1.5%
10 years	3%
15 years	5%
20 years	7 %

D. Education Pay

Level of Education	Amount per month above base pay
Associates	1%
Bachelors	2%
Masters	3%

E. Bilingual Pay

Testing Level ACTFL / IRL Scale	Amount per month above base pay
Level 1 or 2	1.5%
Level 2+ or better	3%

F. Instructor Pay

Instructor Assignment	Amount per month above base pay
Firearms Instructor	1.5%
Defensive Tactics Instructor	1.5%
Patrol Tactics Instructor	1.5%
Reserve Coordinator	1.5%

Selection, assignment and removal of the assigned duties is at the sole discretion of the Sheriff. The maximum additional compensation per employee shall be 1.5%.

G. Physical Fitness Incentive

Physical Fitness / 6 Month Qualifying Standard	Monthly Pay
Qualifying Employees	\$110.00

Appendix B

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. 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.

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 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.

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.

- 300-meter run
- Push-ups
- Sit-ups
- Squat-thrusts

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:

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.

The Push-up test shall be administered according to the protocols of the WSCJTC. 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.

The Sit-up test shall be administered according to the protocols of the WSCJTC. 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.

The Squat-thrust test shall be administered according to the protocols of the WSCJTC. 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 25.6 of this agreement.

Appendix C Lateral Hire Employees

A. Experienced Lateral New Hires

Experienced lateral new hires may receive credit for their service time as a fully commissioned law enforcement officer, excluding Reserve, specially and limited commission status, and part-time employment. Lateral hire officers shall be placed on the wage scale in appendix A at the discretion of the employer. Once placed on the wage scale, the lateral hire employee shall advance to the next step after completion of the number of months required at that step for all employees, including the time credited upon initial hire. Time credited for the purpose of pay, shall count towards time served when computing longevity.

1. The employer may credit the employee with credit for their service as a fully commissioned law enforcement officer for the purpose of annual leave accrual. Once placed on the annual leave accrual scale, the lateral hire employee shall advance to the next step after completion of the number of months/years required at that step for all employees, including the time credited upon initial hire.
2. The employer may credit lateral hire employees with a one-time deposit of annual leave equal to 12 hours per year of credited service, up to a maximum of 72 hours.
3. The employer may credit lateral hire employees with a one-time deposit of sick leave equal to 8 hours per year of credited service, up to a maximum of 48 hours.
4. Any service time credit shall be for the purpose of computing pay and leave accrual rates only. Service time credit shall have no effect on classification, office or other seniority rights.
5. Placement on the wage scale, vacation scale or initial award of hours under this appendix is at the sole discretion of the Sheriff and is not subject to the grievance procedure.

Appendix D KCSO Shared Leave

A. Introduction

Employees covered under this agreement may share accrued leave (vacation leave, sick leave, and/or personal holiday) with other members of this bargaining unit, as well as members of Teamsters Local 760 representing Jail and Non-Uniformed employees of the Kittitas County Sheriff's Office. Shared leave may also be used by an eligible employee to care for an immediate family member who has a severe illness, injury, impairment, baby bonding time, or physical or mental condition. The approval of any donation and/or use of shared leave is determined by the Human Resources Director who may grant, deny, and revoke shared leave at their determination and discretion. Nothing within this policy may be construed to constitute a guarantee of access to the Shared Leave Program for any eligible employee of Kittitas County Sheriff's Office.

B. Application of Shared Leave

There will be no retroactive application for shared leave from the bank. Shared leave will generally be applied beginning with the date of application for shared leave or the employee's first full working day of leave without pay whichever is later and continue thereafter until the earliest of:

1. The return to previous schedule of work; or
2. The shared leave is exhausted; or
3. The employee separates from employment; or
4. The employee's request for shared leave was for a specified period of time; or
5. The shared leave is revoked by the HR Director, in consultation with the Sheriff.

C. Eligibility for Receiving Shared Leave

An employee may be eligible to receive shared leave if he/she meets ALL the following criteria:

- The employee must be a regular paid employee and covered under the shared leave provision in one of the aforementioned collective bargaining agreements; *AND*
- The employee must be absent from the workplace due to an FMLA or PFML-qualifying event as defined in Article 13.10; *AND*
- The employee has depleted or will shortly deplete all accrued leave balances; *AND*
- The employee has not received a total of more than 960 hours of shared leave while employed by Kittitas County; *AND*
- The employee must not be receiving time-loss payments as a result of an on-the-job-injury, not receiving disability benefits from the Retirement System or Federal Social Security.

Shared leave may be used to supplement Washington State Paid Family and Medical Leave in order to make the employee whole.

D. Requesting Shared Leave

The employee must submit a "Shared Leave Request Form" to the Human Resources Department along with medical certification from a licensed physician or health care practitioner which describes the severity of the illness, injury, impairment or physical or mental condition and the expected duration of the condition necessitating the leave. If the employee is incapacitated, the employee's representative may complete the request for the employee.

The Human Resources Director will review the request for compliance with established policy. 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 requesting employee consents, the HR Department will notify fellow bargained employees of the employee's need for shared leave donations. If the requesting 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 the employee's reason(s) for the need for shared leave will not be disclosed.

E. Eligibility for Donating Leave

Kittitas County employees may donate accrued leave to the Shared Leave Bank or to a specific County employee who is eligible to receive shared leave under the following conditions:

- The employee must be a regular paid employee and covered under the shared leave provision of the aforementioned collective bargaining agreement.
- The employee was not intimidated, threatened, or coerced into donating accrued leave for the purpose of shared leave.
- At no time will the act of sharing sick leave cause the employee's own sick leave bank to fall below 120 hours after the donated leave is subtracted.
- Personal Holidays must be donated in full-day increments.
- An employee may share a maximum of 40 hours per instance (qualifying event).
- The donation must be submitted no later than one (1) month following the end of the receiving employee's shared leave eligibility.

F. Donating Shared Leave

The employee must submit a "Shared Leave Donation Form" to the Human Resources Director who then reviews the request for compliance with established policy. Once approved, the HR Department will notify Payroll. The Employee and the Sheriff will be notified whether the request is approved or denied.

The donation will be kept confidential if requested.

G. Types of Donations

Accrued leave may be donated to the Shared Leave Bank in one (1) of two (2) methods:

1. General Donation: Donated leave may be used for any approved request.
2. Specific Donation: Donated leave may be used only for the specific person to whom it was donated. Leave donated to a specific person will be returned to the donor if not utilized.

H. Shared Leave Records

The Human Resources Department is responsible for maintaining records of requests, donation sheets, and physician documentation. The Finance Division of the Auditor's Office is responsible for maintaining records of hours in and out of the Shared Leave bank.

Shared leave hours are reported independently of other paid leave hours.

Questions concerning this program should be addressed to the Human Resources Department.