

COLLECTIVE BARGAINING AGREEMENT

Between the

**KITTITAS COUNTY
BOARD OF COUNTY COMMISSIONERS**

And the

KITTITAS COUNTY SHERIFF

And

TEAMSTERS UNION LOCAL NO. 760

**Representing Clerical, Fiscal, Deputy Fire Marshal, Emergency Management,
and Technology Employees of the Sheriff's Office**

January 1, 2025 – December 31, 2027

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ARTICLE 1 – PREAMBLE AND PURPOSE OF AGREEMENT

- 1.1 This Agreement is entered into by and between the Board of County Commissioners for Kittitas County, Washington, and the Kittitas County Sheriff, both of which are hereinafter referred to as the “Employer”, and General Teamsters Local No. 760, hereinafter referred to as the “Union”, on behalf of the employees. The Purpose of this Agreement is to comply with all applicable statutory provisions and 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 this 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, Deputy Sheriffs, Jail, Security, Transport, and any other employees defined by RCW 41.56.
- 2.2 General Teamsters Local No. 760 recognizes the Board of County Commissioners and the Sheriff or their designees as representing the Employer.

ARTICLE 3 – UNION SECURITY AND DUES CHECK-OFF

- 3.1 When the Employer hires a new employee, the Employer shall, within thirty (30) calendar days of the date of employment, notify the Union in writing giving the name, , hire date, address, and classification of the hired employee. The Union agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, orders, or judgments arising from the administration and effects of this Article.
- 3.2 The Employer must provide the exclusive bargaining representative reasonable access to new employees of the bargaining unit for the purpose of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the Employer, or at another time mutually agreed to by the Employer and the exclusive bargaining representative.
 - 3.2.1 Access to the new employee must occur within ninety (90) days of the employee’s start date within the bargaining unit, unless mutually agreed to by the Employer and the exclusive bargaining representative, and
 - 3.2.2 The access occurs during the new employee’s regular work hours at the employee’s regular worksite, or at a location mutually agreed to by the Employer and the exclusive bargaining representative, and

- 3.2.3 The access is for no less than thirty (30) minutes during the employees' regular work hours; additional time may be scheduled outside the employees' scheduled work hours as mutually agreed to by the employee and the exclusive bargaining representative.
- 3.3 Nothing in this Article prohibits the Employer from agreeing to longer or more frequent new employee access, but in no case may an Employer agree to less access than required by this Article.
- 3.4 When provided with a "voluntary check-off" authorization in the form furnished by the Union and signed by the employee, the Employer agrees to deduct from that employee's pay, the Union's applicable dues and/or service fees, as prescribed in the "voluntary check-off" form. The full amount of money so deducted from the employee shall be promptly forwarded to the Union by check along with an alphabetized list showing the names and amounts deducted from each employee.
- 3.4.1 Should the Employer receive written notice from the employee or the exclusive bargaining representative to stop deducting dues and/or applicable service fees, the Employer will honor the request and stop the deduction at the next available payroll cycle. The Union agrees to defend and hold the Employer harmless from and against any and all claims, demands, lawsuits, orders, or judgments arising from the administration and effects of this Article.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.1 The Union recognizes the prerogative of the Employer to operate and manage the affairs of the Sheriff's Office in accordance with the responsibilities of said Office, lawful powers, and legal authority.
- 4.2 Affairs/prerogatives of the Sheriff shall include, but not be limited to the following:
- A. The right to establish lawful working rules and procedures;
 - B. The right to schedule work and overtime work, and the methods and processes by which said work is to be performed consistent with the Employer's obligations to the public;
 - C. The right to hire, transfer, suspend, discharge, lay off, recall, promote, or discipline employees as deemed necessary by the Employer as provided by this Agreement and/or as provided by the General Rules and Regulations of the Kittitas County Civil Service Commission;
 - D. The right to determine the size and composition of the work force and to assign employees to work locations and shifts;
 - E. The right to determine what law enforcement duties shall be performed by various Sheriff personnel;
 - F. The parties understand that incidental duties connected with operations, not enumerated in job descriptions, shall nevertheless be performed by the employees when request by a superior officer;

G. The right to take actions as may be necessary to carry out the Employer's services in emergencies. The foregoing Employer prerogatives shall not be deemed to be exclusive of other Employer prerogatives which are not specifically referenced herein above.

4.3 **Past Practices:** If the Employer desires to change a past practice, it shall provide the Union with written notice and opportunity to discuss the proposed change. The Union may challenge the reasonableness of any proposed change which remains unresolved by appealing to an arbitration panel whose opinion or decision shall be advisory and not binding on the parties.

ARTICLE 5 – UNION RIGHTS

5.1 The Union does not waive its rights under applicable State laws except as those rights are affected or set forth within the terms and conditions of the Collective Bargaining Agreement.

ARTICLE 6 – EMPLOYEE RIGHTS

6.1 Every employee who becomes the subject of an internal investigation shall be advised at the time of an interview what the employee is suspected of:

- A. Committing a criminal offense;
- B. Misconduct that could be grounds for termination or discharge, demotion, suspension without pay or written warning; or
- C. That the employee may not be qualified for continued employment with the Office.

6.2 Any employee who becomes the subject of a criminal investigation may have legal counsel present during all interviews. This representation by counsel is confined to counseling, and not actual participation in the investigation. A criminal investigation as used herein shall be interpreted as any action which could result in the filing of a criminal charge.

6.3 A major investigation as used herein shall be interpreted as action which could result in dismissal from the Office. The employee shall be informed in writing of the nature of the major investigation if the employee is a suspect before an interview commences.

6.4 The interview of any employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigency of the interview dictates otherwise.

6.5 The employee, Employer, or Union may request that a major investigation interview be recorded, either mechanically or by a stenographer. The party(s) requesting such recording shall pay for said recording and transcription thereof. Upon request, the employee under major investigation shall be provided an exact copy of any written statement the employee has signed.

6.6 Interviewing shall be completed within a legally reasonable time and in a reasonable manner. In major investigation interviews, the employee shall be afforded an opportunity to contact and consult privately with an attorney of their choosing, or a representative of the Union, before being interviewed.

- 6.7 In the event dismissal of an employee becomes imminent and the Sheriff determines an alternative to said dismissal is the employee's resignation, said employee will be provided a reasonable opportunity to confer with the Union before being requested to respond to the offer of resignation.
- 6.8 Employees will not be required to unwillingly submit to a polygraph test; however, this provision does not apply to the initial application for employment, an employee who has applied for a change in their classification, or to the classifications of Lieutenant, Commander, or higher. Provided, further, if the Sheriff offers an employee the opportunity to take the polygraph test regarding potential involvement in criminal activity or the potential for disciplinary action, the employee after consulting with the Union may agree to a stipulated polygraph.

ARTICLE 7 – DEFINITIONS OF EMPLOYEES

- 7.1 **Regular Control Room Clerk:** A regular Control Room Clerk has been approved by the Civil Service Commission, served the probationary period, and is employed on a regular basis. Such employee shall be paid the wage rate and provided the benefits as set forth in the terms and conditions of this Collective Bargaining Agreement.
- 7.2 **Regular Clerical, Technology, Emergency Management, and Deputy Fire Marshal Employees:** A regular Clerical, Technology, Emergency Management, or Deputy Fire Marshal employee is an employee who has been approved by the Civil Service Commission, has served their probationary period, and is employed on a regular basis. Such employee shall be paid the wage rate and provided the benefits as set forth in the terms and conditions of this Collective Bargaining Agreement.
- 7.3 **Probationary Employee:** A probationary employee shall be defined as any new hire that has never been employed by the Employer during the previous twelve months (12) calendar months and is one who has not completed twelve (12) calendar months of service with the Employer since the first day of employment. Probationary employees shall work under the provisions of this Agreement, but shall be only on a trial basis, during which period said employee may be discharged without any recourse.
- 7.4 **Lateral Hire – Deputy Fire Marshal:** A Lateral Deputy Fire Marshal shall be defined as any new lateral hire who has not less than six (6) consecutive months of full-time compensated experience as a Fire Marshal or Deputy Fire Marshal, and has not been separated from full-time employment as a Fire Marshal or Deputy Fire Marshal for a period of time greater than twenty-four (24) months prior to application for the Lateral Deputy Fire Marshal position.
 - 7.4.1 **Lateral Salary –** An applicant selected for appointment as a lateral, at the discretion of the Sheriff, may begin working at Step two (2) of the current bargained wage scale for the specific classification.
- 7.5 **Lateral Hire – Law Enforcement (LE) Systems Administrator:** A Lateral LE Administrator shall be defined as a new lateral hire who has not less than one (1) year of work experience providing technology support to the Kittitas County Sheriff's Office or other law enforcement agencies.
 - 7.5.1 **Lateral Salary –** An applicant selected for appointment as a lateral, at the discretion of the Sheriff, may begin working at Step two (2) of the current bargained wage scale for the specific classification.

- 7.6 **Lateral Hire – General:** A general Lateral Hire is defined as a new lateral hire other than 7.4 and 7.5 above who has not less than one (1) year of work experience in the field of hire within the Kittitas County Sheriff's Office or other law enforcement agency.

ARTICLE 8 – SENIORITY

- 8.1 "Seniority," as used in this Agreement, is determined by the length of an employee's continuous service within the Kittitas County Sheriff's Office since the employee's last date of hire, including total military time if drafted while employed by the County or any other authorized leave up to a maximum of one (1) year. Time spent in a volunteer and/or Reserve capacity is excluded. This applies to Layoff/Recall, PTO Bidding, and Overtime. For purposes of Longevity, seniority shall be defined in Article 23. Upon ratification of this Agreement, current active employees with seniority gained from other positions within the Kittitas County Sheriff's Office will be grandfathered and suffer no reduction in seniority.
- 8.2 The Employer will provide the Union with copies of the seniority list upon request to the Human Resources Department. This list may include the following dates: hire date, adjusted hire date, position date, service date, union date, and compensation status. Should more than one (1) employee have the same hire date, individuals involved will determine seniority by use of their Civil Service Examination Ranking.
- 8.3 An employee shall lose all seniority, forfeit all rights and the Employer shall have no obligation to rehire said employee under the following conditions:
- A. The employee voluntarily leaves the service of the Employer.
 - B. The employee is discharged for just cause.
 - C. The employee is discharged during the probationary period.
 - D. The employee is laid off for a period in excess of twelve (12) consecutive calendar months.
- 8.4 Seniority will operate on a classification basis. Classifications shall be as follows:
- A. Control Room Clerk
 - B. Law Enforcement Clerk
 - C. Receptionist
 - D. Law Enforcement Technologist
 - E. Law Enforcement Systems Administrator
 - F. Emergency Management Specialist
 - G. Deputy Fire Marshal

H. Lead Law Enforcement Clerk

- 8.5 An employee who is promoted to a higher classification, including classifications outside this Agreement, shall be considered probationary at that position for a period not to exceed twelve (12) consecutive calendar months from the date such promotion occurs. If the promoted employee declines the job or the Employer deems the employee to be unsuited for the job, within twelve (12) consecutive calendar months, the employee shall revert to his/her former position without prejudice. Employees who promote outside this Agreement to Unclassified Service within the Sheriff's Office shall not lose his/her permanent Civil Service Status. The employee may request to return to his/her previous position at any time, without prejudice. The move will occur within thirty (30) calendar days, or as mutually agreed. Likewise, the Sheriff may determine that the employee shall be returned to their previous highest ranking Civil Service position at any time, without prejudice.
- 8.6 New employees will normally start at Step 1 of the job classification. The Employer may recognize previous training and experience by starting a newly hired employee at a higher rate within the salary schedule. Employees will progress through the pay scale based upon years of service and subsequent evaluations. Determination of step within the salary scale is at the discretion of the Employer and is not subject to Article 19.
- 8.7 If the Sheriff decides to fill a new or vacant position, seniority shall be considered provided the applicants are otherwise qualified based upon training, experience, performance, and ability as determined by the Sheriff.
- 8.8 In the event a specialty assignment becomes available, the Sheriff will determine appointment to said assignment. Specialty assignments may be used as a training opportunity. Employees selected for specialty assignments may request to be removed from the assignment at any time or may be rotated out at the discretion of the Sheriff at any time, without prejudice.

ARTICLE 9 – LAYOFF AND RECALL

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

ARTICLE 10 – HOLIDAYS/PAID TIME OFF (PTO)

- 10.1 The following holidays are recognized:

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

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

10.1.2 For all regular employees assigned in the Control Room Clerk position, the listed holidays will be included as part of the accrued leave schedule outlined in Article 10.2.1.

10.1.2 For all regular employees assigned in Clerical, Fiscal, Emergency Management Specialist, Deputy Fire Marshal, or Technology positions, the listed holidays will be taken separately from the accrued leave schedule outlined in Article 10.2.

10.1.3 Whenever a legal holiday falls on Saturday, the preceding Friday shall be observed as the holiday and whenever such holiday falls on Sunday, the following Monday shall be observed as the holiday.

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

10.2 PTO Accrual: Paid Time Off (PTO) for regular employees shall accrue monthly at a rate in accordance with the following schedules.

10.2.1 Control Room Clerks shall accrue and be granted the following PTO accumulation.

Years of Service	PTO (hours/month)	Holiday Leave (hours/month)	Total Hours/Month	Total Days/Year
0 – 12 months	18	8	26	39
Beginning of 2nd year	22	8	30	45
Beginning of 8th year	25	8	33	49.5
Beginning of 16th year	28	8	36	54

10.2.2 Clerical, Fiscal, Emergency Management Specialist, Deputy Fire Marshal, and Technology positions will accrue and be granted the following PTO accumulation:

Years of Service	PTO (hours/month)	Total Days/Year
0 – 12 months	18	27
Beginning of 2nd year	22	33
Beginning of 8th year	25	37.5
Beginning of 16th year	28	42

- A. Employees shall accrue PTO in their first month of employment, provided they physically work at least 40 hours in the month.
- B. Employees shall accrue PTO in their last month of employment, provided they physically work at least 40 hours in the month.
- C. PTO is accrued monthly, and hours cannot be used prior to accrual.

10.3 Probationary Restriction: Subject to supervisor approval, scheduled PTO may be used following accrual.

10.4 Part-Time Prorate: Regular part-time employees shall be entitled to that fractional part of the PTO that the total number of hours of employment bears to the total number of hours required for full-time employment.

10.5 Payment Upon Termination: Accrued PTO shall be paid to regular employees whose service is terminated by resignation, death, reduction of force, termination, or retirement, up to a maximum of 240 hours.

10.6 Carryover Cap: As of December 31st, of each year, accumulated PTO may not exceed a total of 720 hours. Any excess will be forfeited. Employees whose leave exceeds the maximum accrual shall have their accrual balance reduced to 720 hours effective January 1 of the subsequent year. However, no hours shall be forfeited in the event Employees are prevented from utilizing PTO leave due to workflow needs. In that the event the Employer agrees to cash out excess hours at the Employees current hourly rate of pay.

10.7 Advance Notification of PTO Use: If the need for PTO is foreseeable, the employee must utilize block leave scheduling, outlined in Article 10.7.

10.8 Block Leave Scheduling:

10.8.1 Block leave bidding shall commence October 1st through October 31st of every calendar year and shall be posted by November 15th for paid time off the following calendar year.

10.8.2 Block leave bidding shall be granted in order of seniority based on continuous years of service within the Kittitas County Sheriff's Office.

10.8.3 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 third week of block leave.

10.8.4 Any PTO scheduled during the remainder of the year and requested at least five (5) calendar days in advance and shall be scheduled in the order of their request without regard to seniority. The Employer may not reschedule PTO without five (5) days' notice, unless with the consent of the employee, or due to an emergency.

10.8.5 Pass Bid: Employees may pass bid any and all of their block leave requests; however, such employees will be subject to Article 10.8.6.

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

10.9 Unscheduled PTO: Unscheduled PTO is limited to emergencies or other urgent situations which are unforeseeable. Preventative health and dental appointments are not considered unscheduled and must be requested in advance in accordance with Article 14.8. Any employee who, for any reason, must take unscheduled PTO, shall, as soon as practicable, notify their immediate supervisor or department head. In the event it is impracticable for an employee to provide notice, a person on the employee's behalf may provide notice to the employee's supervisor or Department Head/Elected official.

In addition to the examples listed above, WAC 296-128-700 and RCW 49.46.210 allow employees to utilize PTO for themselves or their eligible family members for purposes including:

- A. Leave under the domestic violence leave act, chapter 49.76 RCW, for an employee or family member who is a victim of domestic violence, sexual assault, or stalking.
- B. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care.
- c. Exposure to an infectious disease during such period as their attendance would jeopardize the health of County employees or the public.
- D. To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care.
- E. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.

10.10 Verification of Absences Exceeding Three (3) Days: If an employee uses unscheduled PTO for more than three (3) consecutive days, the employee will be required to provide verification that establishes or

confirms the use of unscheduled PTO for an authorized purpose. The employee must complete and sign the "Employee Verification of Authorized Use of Unscheduled PTO for Absences Exceeding Three (3) Days" form and return it to their supervisor within ten (10) calendar days of the first day the employee used unscheduled PTO. Verification forms and accompanying documentation will be forwarded to the Human Resources Department.

- 10.11 Employee Discipline: Any employee who fails to comply with the notification of PTO use and/or verification of absences provisions set forth in Articles 10.6, 10.7, and/or 10.9, may be subject to progressive discipline up to, and including, termination of employment.
- 10.12 Extended Illness Time Bank (EIT): For employees employed at the time of ratification by all parties, any existing vacation and sick leave hours, up to 720 total hours, will be combined into one PTO bank. Any existing vacation and sick leave hours above 720 will be moved into an Extended Illness Time (EIT) bank. Time will be used from this bank first when an employee calls out for PTO due to a sick leave authorized purpose, until the EIT bank is exhausted. EIT hours are not eligible for cash out upon separation from employment.
- 10.13 In the event that the County makes changes to its Paid Time Off (PTO) policy applicable to non-union employees, the Union may request to reopen negotiations for the purpose of discussing and negotiating comparable modifications to the PTO provisions of this Agreement. The County shall notify the Union if changes are made to the non-union PTO policy. If the Union wishes to negotiate comparable modifications, the Union shall provide written notice within thirty (30) days of notification to the Human Resources Department.

ARTICLE 11 – HOURS OF WORK – OVERTIME

11.1 Work Shifts:

- 11.1.1 Control Room Clerk: The workday shall consist of eight (8), ten (10), or twelve (12) hours of work, including meal period and rest periods depending on the shift worked as set forth in Article 11.1.3, Article 11.1.4, and Article 11.1.5. The parties agree that this classification is considered "security personnel" as defined by 29 CFR 553.211(f).
- 11.1.2 Technologist, Deputy Fire Marshal, and Emergency Management Specialist: The workday shall consist of eight (8), ten (10), or twelve (12) hours of work, including a meal period and rest periods depending on the shift worked as set forth in Article 11.1.3, Article 11.1.4, and Article 11.1.5. The Technologist, Deputy Fire Marshal, and Emergency Management Specialist position shall be authorized to flex their daily schedule to best accommodate the Department's operational needs. The Technologist shall make every effort to manage their hours to avoid weekly overtime as governed by the FLSA.
- 11.1.3 8 Hour Shift: In cases of a work shift of five (5) eight (8) hour workdays, the work week shall consist of forty (40) hours of work, with two (2) consecutive days off, except during a normal shift rotation. The Employer shall provide a minimum of eight (8) consecutive hours off between shifts.

- 11.1.4 10 Hour Shift: In cases of a work shift of four (4) ten (10) hour workdays, the work week shall consist of forty (40) hours of work, with three (3) consecutive days off, except during a normal shift rotation. The Employer shall provide a minimum of eight (8) consecutive hours off between shifts.
- 11.1.5 12 Hour Shift: In cases of a twelve (12) hour shift for Control Room Clerk, the Employer may alter the work week in accordance with Section 207(k) of the FLSA for security personnel of corrections institutions. Hours worked in excess of twelve (12) hours (or eight hours as applicable) per shift or 160 hours in a 28-day work period, shall be compensated at one- and one-half times the employee's regular straight time hourly rate. The 28-day work period shall consist of fourteen (14) scheduled workdays and fourteen (14) scheduled days off. Of the fourteen (14) scheduled workdays, two (2) scheduled workdays shall consist of eight (8) hours. Hours worked on a regularly scheduled day off will be paid at one- and one-half times the employee's regular straight time hourly rate if such hours exceed 160 actual hours worked in a 28-day period. The Sheriff shall provide a minimum of eight (8) consecutive hours off between shifts. The working of a twelve (12) hour work schedule shall not increase the accrual of any category of leave time.
- 11.2 Each work shift shall include a sixty (60) minute meal period as near to the middle of the shift as possible. Employees may be required to remain at the facility or return in response to a bona fide emergency during meal periods. The Employer will first make a reasonable effort to avoid interruption of said meal periods. Should the employee not be allowed to take a full meal period, one hour of straight-time wages will be paid as a differential. This is in addition to the paid meal period already granted and does not count as additional hours worked for the purpose of calculating overtime. Should the employee not be allowed to leave the facility, they will be given the opportunity to receive one (1) meal from the jail menu if possible, in lieu of a meal break. Employees working a twelve (12) hour shift will be provided two (2) ten (10) minute break periods during the shift to be taken with supervisor approval and consistent with operational needs. Breaks may not be combined.
- 11.3 Clerical, Deputy Fire Marshal, Emergency Management Employees: The workday/work week for Clerical, Deputy Fire Marshal, Emergency Management Specialist, and Technology employees shall consist of five (5) eight (8) hour workdays (a 40-hour workweek), with two consecutive days off. Employees shall be provided with a one-half (1/2) hour, or one (1) hour unpaid duty-free lunch period during the workday. Employees shall also be provided with two (2) fifteen (15) minute break periods during the workday.
- 11.3.1 At the discretion of the Employer, Employees may be granted a schedule consisting of four (4) ten (10) hour days. Should a 4/10 work schedule be implemented, it is agreed that during times of staffing shortage due to scheduled leave or other absence, the work schedule will revert to five (5) eight (8) hour workdays for coverage.
- 11.3.2 The Technology employee must be available to work a flexible schedule, including the ability to respond to 24/7 support requests from Sheriff's Office staff, and will be subject to the provisions of Articles 11.8 and 11.9 below.
- 11.4 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.
- 11.5 There shall be twelve (12) pay periods for each calendar year.

- 11.6 The shift schedule shall be determined by the Employer. The Employer shall give at least seven (7) calendar days' notice, except in a bona fide emergency, prior to changing the employee's assigned shift. Said notice shall be posted on the County's intranet showing the employees' shift, workdays, and hours.
- 11.7 Employees may change shifts when unforeseen circumstances arise, provided they first request and receive approval from the Sheriff, his or designee, or their immediate supervisor. Such an exchange of shifts shall not by itself constitute a basis for entitlement to overtime compensation.
- 11.8 In the event of a bona fide emergency, the Employer 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 Employer shall not reschedule assigned work shifts for purposes of avoiding payment of overtime.
- 11.9 **Overtime:** Where a five (5) day eight (8) hour per day schedule is used, all hours worked in excess of eight (8) hours per day shall be compensated for at one and one-half (1-1/2) times the employee's regular straight-time hourly rate. Where a four (4) day ten (10) hour per day schedule is used, all hours worked in excess of ten (10) hours per day shall be compensated for at one and one-half (1-1/2) times the employees regular straight-time hourly rate for the affected employees. Where a fourteen (14) day, twelve (12) hour shift is used, all hours worked in excess of twelve (12) hours per day (or in excess of eight (8) hours in the case of the eight-hour work shifts used in the 28-day work period) shall be compensated for at one and one-half (1 ½) times the employee's regular straight time hourly rate. In addition, hours worked as identified in Article 11.14 shall be compensated for at time and one-half (1-1/2) the employee's straight time hourly rate. For purposes of overtime, compensated time such as compensatory time, sick leave, annual leave, holidays, or other paid leave shall be considered time worked.
- 11.9.1 All overtime shall be paid for in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes. There shall be no pyramiding of overtime.
- 11.9.2 **Callback:** An employee who is required to return to work after having completed the employees' regular shift, and having left the premises, shall be paid a minimum of four (4) hours of pay at the applicable rate. Time shall be computed on a portal-to-portal basis.
- 11.9.3 **Callout:** An employee who is required to report to work less than two (2) hours prior to the beginning of a regularly assigned shift shall receive pay for such actual time which occurs prior to their regular shift.
- 11.9.4 **Call-in:** An employee called in on a scheduled day off shall receive a minimum of four (4) hours' pay at the overtime rate of pay. If over four (4) hours are worked, the employee shall receive compensation at the applicable rate of pay.
- 11.10 In lieu of payment for overtime, an employee may request the accrual of compensatory time on the basis of one and one-half (1½) compensatory hours for each overtime hour. Compensatory time may be carried forward from work period to work period to a maximum accumulation of sixty (60). If it is necessary for the Sheriff to deny compensatory time off at the requested time, due to manpower or other limitations,

the employee shall be entitled to payment for the compensatory time. Overtime hours accrued above the sixty (60) hour maximum will be paid at one and one-half times the employee's hourly straight-time rate.

- 11.11 **Court Time:** Any employee who is required to appear and/or testify in court on their own time or time other than their regular duty hours shall be paid as set forth in Article 11.1 and 11.9 herein while in or awaiting court with a minimum of two (2) hours show-up pay. Nothing in this section is construed to mean time spent in personal suits, either civil or criminal, not a result of circumstances which occurred in the line of duty, nor for court action for which the employee is otherwise compensated.
- 11.12 Travel time to and from any Employer-required authorized and assigned school or training shall be considered hours worked in accordance with the Fair Labor Standards Act.
- 11.13 The term "bona fide emergency" includes a life-threatening situation; civil disorder; natural disaster; sudden unexpected happening; unforeseen occurrence or condition; complication of circumstances; sudden or unexpected occasion for action; or pressing necessity.
- 11.14 **Voluntary Overtime:** The Sheriff, or designee, will notify eligible employees of anticipated available overtime. Employees shall provide a written memo of the employee's interest and preference in overtime assignments. Assignment of such overtime will then be made by the Sheriff or designee as follows:
- 11.14.1 For all positions, bidding shall occur by classification based on years of service with the Sheriff's Office.
- 11.14.2 In cases where less than five (5) days' notice is available, the Sheriff or designee shall call each employee on the list before assigning overtime. Assignment of overtime shall be made upon the employee's preference and seniority except in cases of emergency or of less than five (5) days' notice. If no employee accepts an assignment of overtime, then the Sheriff or designee may assign the overtime as a callback. In the event overtime is needed on the following shift, employees currently on shift will be given first right of refusal for the overtime before the overtime list is utilized.
- 11.15 Any employee designated as a Field Training Officer, as assigned by the Sheriff, shall receive a premium of five (5%) above their base hourly pay while actively involved in FTO activity.
- 11.16 **LE Systems Administrator:** The parties agree that this technology position classification is a "Computer Employee" under CFR 541.400 and is exempt under the FLSA, and a "Computer Professional" under WAC 296-128-535 and is exempt under the Washington Minimum Wage Act, from receiving overtime pay, including callback, callout, and compensatory time off. The LE Systems Administrator shall work with their supervisor to schedule work hours that achieve their essential functions.

ARTICLE 12 – BEREAVEMENT LEAVE

- 12.1 An employee shall be allowed up to three (3) working days with full pay in the event of the death of an immediate family member. With approval of the Sheriff or designee, leave may be increased by two (2) days, to a maximum of five (5) working days of absence with full pay in the event the death/funeral occurs out of state, subject to the approval of the Sheriff. Immediate family shall be defined as persons related

by blood or marriage, guardianship, or legal adoption to the extent of: spouse, child, parent, brother, sister, grandparent, or grandchild, or a more distant relative if living in the same household.

ARTICLE 13 – FAMILY AND MEDICAL LEAVE (FMLA)

13.1 Family Medical Leave Act (FMLA), and Other Federal and State Mandated Family Leave:

Under the terms of The Family and Medical Leave Act, employees may request leave under the following conditions:

- A. For the birth of a son or daughter, and to care for the newborn child
- B. For placement with the employee a son or daughter for adoption or foster care
- C. To care for the employee's spouse, son, daughter, or parent with a serious health condition
- D. Because of a serious health condition that makes the employee unable to perform the function of the employee's job

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

13.1.2 This policy shall be consistent with the FMLA and adopted regulations and is not intended to expand upon the rights set forth in said Act or regulations.

13.1.3 The Employer will require employees to first use and exhaust all paid leave available to the employee prior to using any unpaid leave as part of any FMLA leave.

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

13.1.5 The County will continue to pay Health & Welfare plans and life insurance consistent with Article 25 of this Agreement during qualified family medical leave.

13.2 The employer agrees to follow all other federal and state mandated family leave, such as the Family Leave Act, Family Care Act, and Washington Paid Family and Medical Leave (PFML).

ARTICLE 14 – LEAVE SHARING

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

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

- A. The employee is a regular paid employee who is covered under one of the aforementioned Collective Bargaining Units, and has successfully completed their probationary period; and
- B. The employee must be absent from the workplace due to a qualifying event, as defined in Articles 13.9 and 13.10; and
- C. The employee has depleted all of their accrued leave balances; and
- D. The employee has not received a total of more than 960 hours of shared leave while employed by Kittitas County; and
- E. The employee is not receiving time-loss payments as a result of an on-the-job injury.

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

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

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

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

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

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

14.4 Requesting and Using Shared Leave: An employee who would like to request shared leave must submit a “Shared Leave Request Form” to the Human Resources Department. If the need for leave is foreseeable, the employee must submit the request form at least thirty (30) days prior to the first day of leave. If the

need for leave is not foreseeable, the employee should complete the request form as soon as possible and practical. In most cases, the County will require a medical certification to support a request for leave. If the employee has recently completed a medical certification for FMLA or PFML leave purposes, such medical certification may be used to support the need for shared leave.

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

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

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

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

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

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

ARTICLE 15 – MILITARY LEAVE

15.1 Every employee covered by this agreement who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States, or of any organized reserve or armed forces of the United States shall be entitled to, and shall be granted, military leave of absence from employment for a period not exceeding twenty-one (21) days during each year beginning October 1st and ending the following September 30th. Such leave shall be granted in order that the person may report for active duty, when called, or take part in active training duty in such manner and at such time as he or she may be ordered to active duty or active training duty. Such military leave of absence shall be in addition to any PTO to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the employee shall receive from the Employer the employee's regular rate of pay for their permanent classification. When orders are issued, a copy will be provided to the supervisor prior to leave being taken.

ARTICLE 16 - COMPENSATION FOR WITNESS OR JURY DUTY

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

ARTICLE 17 - LEAVE OF ABSENCE

- 17.1 A leave of absence is an approved absence from employment without pay and without loss of seniority. The Employer may grant a leave of absence for a period of up to six (6) calendar months. This period may be extended by mutual agreement between the Employer and the Union. Such leaves shall be in writing with a copy to the Union. The request must be in writing and must be submitted sixty (60) calendar days prior to the effective date. During the time that an employee is on a leave of absence without pay, said employee shall not accrue sick leave, annual leave and other benefits provided to employees who are regularly working.
- 17.2 Subject to the terms, conditions, and limitations of the applicable plans, health insurance premiums will not be paid by Kittitas County during the course of an unpaid leave of absence, except as required by the Family Medical Leave Act. Premium benefits paid by Kittitas County will be prorated to the percentage of hours actually worked. The employee will be responsible for the difference between the county-paid prorated cost and the full premium amount for partial months compensated. For months where no compensation is due, the employee will be offered continuation of coverage through COBRA at 102% the current plan rate(s). Following return to work, benefits will again be provided by Kittitas County according to the applicable plan rules.

ARTICLE 18 - DISCIPLINE AND DISCIPLINARY PROCEDURES

- 18.1 The Sheriff or designee may discipline an employee only for just cause inclusive of such events as may be deemed to be just cause as set forth in the Rules and Regulations of the Kittitas County Civil Service Commission but not necessarily limited thereto. Discipline shall be carried out in a manner which is least likely to embarrass the employee before other employees or the public.
- 18.2 Disciplinary action or measures shall include only the following:
- A. Written reprimand
 - B. Suspension without pay
 - C. Demotion
 - D. Discharge

- 18.3 The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance and to allow the Employer to document prior disciplinary matters. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offense and prior record of discipline inclusive of supervisory notes referencing oral warnings relating to misconduct; the order in which these criteria appear is not indicative of their priority. An employee may be suspended without pay when said employee has first received one (1) written reprimand relating to said employee's previous work or conduct. An employee may be discharged when said employee has first received a suspension relating to said employee's previous work or conduct. All previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action. The following illustrates the disciplinary actions and options available to the Sheriff under this concept:
- A. First offense - written reprimand
 - B. Second offense - written reprimand, suspension without pay
 - C. Third offense - written reprimand, suspension without pay, demotion, discharge.
- 18.4 Notwithstanding Article 18.3 above, the Sheriff may immediately suspend without pay or discharge an employee for a serious event which constitutes just cause for discipline inclusive of such events as are deemed to be just cause by the Kittitas County Civil Service Commission as set forth in the Commission's Rules and Regulations or as amended.
- 18.5 Complaints which could result in discipline shall be brought to the attention of the employee within fifteen (15) calendar days after the supervisor learns of the complaint. The Sheriff shall have thirty (30) days following notice to the employee to 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.
- 18.6 Any employee who is under investigation for disciplinary action which may result in a permanent notation in their personnel file, or which may result in suspension without pay, demotion or discharge, shall, before being required to respond or answer questions pertaining thereto, be informed of the existence and nature of the investigation.
- 18.7 The provisions of this Article shall not apply to newly hired employees serving a probationary period. Probationary employees shall work under the provisions of this Agreement, but shall be only on a trial basis, during which period they may be discharged without recourse. Probationary employees shall have access to the grievance procedure for any non-disciplinary matters.
- 18.8 Any disciplinary action, as defined in Article 18.3, issued by a supervisor other than the Sheriff shall not be final unless affirmed in writing by the Sheriff. Notations or copies of any such disciplinary action shall be sent to the Union at the time it is given to the employee.

- 18.9 Unless circumstances exist which warrant immediate suspension or discharge, the employee shall, before the disciplinary action is finalized, have the opportunity to discuss the matter with the Sheriff or designee, and be informed of the nature of the charges, and the facts supporting them. The employee shall be given an opportunity to respond to the charges, including a reasonable time (not to exceed ten (10) calendar days) to consult a Union representative.
- 18.10 An employee shall have the right to have a disciplinary action against them reviewed for just cause and severity of discipline through either of the following procedures. At the employee's option, an appeal can be made through the grievance procedure as outlined in Article 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 their option within ten (10) calendar days of the disciplinary action otherwise the appeal shall be null and void and the disciplinary action shall remain as taken. The employee must choose one (1) procedure or the other; said employee cannot exercise an appeal under both procedures.
- 18.11 Should any employee opt to file a written demand for an investigatory hearing regarding the disciplinary action through the Kittitas County Civil Service Commission, the matter shall be handled in accordance with applicable procedures as contained in the Rules and Regulations of the Kittitas County Civil Service Commission.
- 18.12 Should any employee opt to grieve a disciplinary action through the provisions of the grievance procedure, the matter shall be handled in accordance with Article 19.

ARTICLE 19 - GRIEVANCE PROCEDURE

- 19.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to address such actions promptly and fairly. If, however, a grievance cannot be resolved through informal means, the grievance will be settled as hereinafter provided.
- 19.2 A grievance is defined as a dispute involving the interpretation, application, or alleged violation of any provision of this Agreement between the Employer and the Union.
- 19.3 Any party who believes that they have a grievance arising out of the terms of this Agreement may personally, or through a representative, apply for relief under the provisions of this Article.
- 19.4 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless waived or extended by mutual agreement of the parties to the grievance.
- 19.5 For non-disciplinary actions, if any party fails to file a grievance within thirty (30) calendar days of its occurrence, then said grievance shall be forever waived and shall be null and void. If a matter involves disciplinary action, then either party must file either a written demand for an investigatory hearing before the Civil Service Commission or initiate a grievance within ten (10) calendar days from the date of such disciplinary action, otherwise said appeal or grievance is forever waived and shall be null and void. Failure to pursue a grievance to the next step renders the last determination and response final and conclusive.

- 19.6 The aggrieved party shall first discuss the matter with the other party to provide an opportunity for clarification and/or appropriate adjustment, consistent with the terms of this Agreement. Should the matter not be resolved informally, the moving party may elect to take the matter to formal grievance. A grievance may be verbally presented by the aggrieved employee to the employee's immediate supervisor. The employee shall have the option of being accompanied by the Union representative or a representative of their own choosing, if the employee feels that it is necessary. The immediate supervisor shall respond within three (3) working days of receipt of the verbal grievance. If the matter is not satisfactorily resolved, then the grievant may initiate a formal grievance in accordance with the provisions herein. The following procedure shall be initiated within ten (10) calendar days of the date of disciplinary action or within thirty (30) calendar days from the date of another type of occurrence.
- 19.7 Should the Union or the Employer have a concern which could result in a grievance, either party may choose to bring up the matter within thirty (30) calendar days of the concern giving rise to the potential grievance or said grievance shall be forever waived and null and void.
- 19.8 The formal grievance procedure shall be as follows:

Step 1:

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

Step 2:

- A. If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within ten (10) calendar days of the response in Step 1 above, the grievance in written form, shall be presented to the Sheriff. 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:**
- i. If the grievance has not been resolved at Step 2, either party to this Agreement may refer unsettled grievances to final and binding arbitration.
- B. **Notice - Time Limit:**

- i. 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:

- i. After timely notice, the parties shall select an arbitrator in the following manner:
 - a. In the event neither party agrees on a neutral arbitrator, then either party may request that the Public Employment Relations Commission (PERC) submit a list of nine (9) names.
 - b. If the parties cannot mutually agree on an arbitrator from the list of nine (9), then the parties shall meet and flip a coin. The winning party shall strike one (1) name from the list and communicate that choice to the other party. The losing party will strike one (1) name from said list, and so on. The remaining name shall be the arbitrator.

D. Decision - Time Limit:

The arbitrator will meet and hear the matter at the earliest possible date after the selection of the arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) calendar days or as soon as possible thereafter, unless an extension of time is agreed upon as provided for herein.

E. Limitations - Scope - Power of the Arbitrator:

- i. The arbitrator will not have the authority to add to, subtract from, alter, change, or modify the provisions of this Agreement.
- ii. The arbitrator shall have the power to interpret and apply the terms of the Agreement and/or determine whether there has been a violation of the terms of this Agreement.
- iii. The arbitrator shall consider and decide only the question or issue raised at Step 1 and/or Step 2.
- iv. In conducting a hearing, the arbitrator shall keep a verbatim record of testimony either by tape recording or court reporter. The party or parties requesting or using transcription of the official records shall share equally in the cost of such services. The arbitrator shall also have the authority to receive evidence and question witnesses.
 - a. Decisions regarding changes in past practices (Article 4.3) shall be advisory only.

F. Arbitration Award - Damages - Expenses:

- i. The arbitrator shall not have the authority to award punitive damages.

- ii. Each party hereto shall pay the expenses of their own representatives, attorneys, witnesses, and other costs associated with the presentation of their case and the expenses, as well as one-half (1/2) the expenses of the arbitrator.

ARTICLE 20 - CLOTHING

- 20.1 A uniform is assigned to Control Room, Clerical, Fiscal, and Technology employees at the discretion of the Sheriff. Such uniforms will be purchased by the Employer.
- 20.2 The employees of the Sheriff’s Office will be provided a maximum of two (2) pairs of footwear as part of the uniform. Employees may select their own footwear; however, the value may not exceed \$200, and the footwear will not be eligible for replacement for at least 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 \$200. Employees who prefer to purchase more expensive footwear may request reimbursement up to \$200 in writing and must provide a copy of the sales receipt. Replacement shall not occur more frequently than every two (2) years.

ARTICLE 21 - WAIVER OF PORTION OF AGREEMENT

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

ARTICLE 22 - SAVINGS CLAUSE

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

ARTICLE 23 - LONGEVITY & EDUCATION & BILINGUAL PAY

- 23.1 **Longevity Pay:** The Employer will compensate employees who qualify for longevity pay in conformity with the following schedule set forth below. Longevity is based on continuous years of service with the Kittitas County Sheriff’s Office.

Longevity Upon Completion	Amount per Month Above Base Pay
5 years with KCSO	1.5%
10 years with KCSO	2.5%
15 years with KCSO	3.5%
20 years with KCSO	5%

- 23.2 **Education Pay:** Education pay is available for employees with a degree from an accredited college or program, 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 in writing through the Sheriff’s Office and provide a copy of their transcript or degree certificate. Education pay will not be granted automatically or retroactively. Determination of the job-relatedness of the degree program is at the discretion of the Sheriff

and is not subject Article 18. Education pay will become effective on the first day of the pay period following the Sheriff's approval of education pay.

Degree Level	Amount per Month Above Base Pay
Associates	2%
Bachelors	3%
Masters	4%

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

Employees scoring at a level of IL (Intermediate Low) or above as stated in LTI Language Testing will be considered conversationally acceptable and will receive an additional 1.5% of their base pay for as long as they are able and willing to provide interpretive services. Employees scoring at a level of AL (Advanced Low) or above will be considered conversationally fluent and shall receive an additional 3% of their base pay for as long as they are able and willing to provide interpretive services.

ARTICLE 24 - STRIKES AND LOCKOUTS

- 24.1 Strikes, slowdowns, work stoppages, or any other interference with the work by the employees are prohibited.
- 24.2 The Employer may discharge and/or discipline any employee who violates Article 24.1. No employee shall be entitled to any pay and/or benefits for the period in which he/she engaged in any strikes, slowdowns, work stoppages or other interference with work.
- 24.3 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.
- 24.4 No lockout of employees shall be instituted by the Employer.

ARTICLE 25 - MEDICAL, DENTAL, VISION, RETIREE'S MEDICAL (RWT PLUS XL), AND LIFE BENEFITS

- 25.1 The Employer agrees to provide at least one (1) option for major medical, dental, vision, and basic life insurance plans for employees of the County.
- 25.1.1 Effective January 1, 2025, and for the life of the Agreement, medical benefits will be provided through the United Employees Benefits Trust Plan AV9. The Employer shall pay 100% of the premium rate for the UEBT Trust Plan AV9 per bargaining unit member per month.
- 25.1.2 Effective January 1, 2025 and for the life of the Agreement, the Employer shall pay 100% of the monthly premium amount of the composite rate of the Employer-sponsored base plan for dental,

vision, basic life insurance, and base long-term disability. Employees who elect to enroll in the buy-up dental plan will pay the difference in cost between the base plan and the buy-up plan.

25.1.3 Purchase of employee healthcare coverage is mandatory in all areas offered through the Employer (medical, vision, dental, basic life, and long-term disability). Purchase of dependent healthcare coverage is optional for dental and vision insurance.

25.3 Effective January 1, 2025 the Employer shall pay 100% of the premium amount for Teamsters Retiree Welfare Trust (RWT) Plus XL plan per bargaining unit member per month.

ARTICLE 26 - SALARIES CLASSIFICATIONS – WAGE RATES – OTHER PROVISIONS

26.1 Salary classifications and wage rates are contained in Appendix "A" attached hereto and incorporated by this reference.

A. Effective 1/1/2025, all wage scales will be increased by 6%.

B. Effective 1/1/2026, all wage scales will be increased by 5%.

C. Effective 1/1/2027, all wage scales will be increased by 5%.

ARTICLE 27 - PAY ARRANGEMENTS

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

27.2 The Employer shall furnish each employee with an itemized statement of earnings and deductions, specifying hours paid and other compensation payable to the employee as well as any and all deductions from the employee's gross wages for the pay period.

27.3 Upon discharge or quitting, the Employer shall pay monies due the employee less appropriate deductions in accordance with the terms and conditions of this Collective Bargaining Agreement on the pay period following such quitting or discharge.

ARTICLE 28 - LIABILITY INSURANCE

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

ARTICLE 29 - UNION ACTIVITY

29.1 Union Investigative and Visitation Privileges: The business representative of the Union, with the permission of the Sheriff or designee, may visit the work location of employees at any reasonable time and location for the purpose of investigating grievances. Such representative shall limit the employee's activities during such investigations to matters relating to this Agreement; provided, however, the

employee shall not interfere with the operation of normal routine of any division of the Sheriff's Office. The Union shall not distract an employee while on duty.

- 29.2 Bulletin Board: The Union shall be entitled to maintain 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.
- 29.3 Negotiations: The Union will notify the Sheriff in writing of the members of the negotiating committee. Said members shall be allowed time off without pay to attend negotiation meetings, at the discretion of the Sheriff. To qualify, the employee must:
- A. Notify the Employer at least forty-eight (48) hours prior to the time off; and
 - B. The Employer must be able to properly man the employee's job duties during the time off; and
 - C. The wage cost to the Employer is no greater than the cost that would have been incurred had the Union official not taken time off.
- 29.4 The Employer may allow time off with pay to attend the State Pension System meetings and Washington State Law Enforcement Association annual meetings or other similar associations, not to exceed three (3) working days for a single function.
- 29.4.1 Allowable aggregate of such paid time off for all individuals shall not exceed five (5) working days in one (1) calendar year.
- 29.4.2 Attendance by individual 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.

ARTICLE 31 - PERSONNEL FILES

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

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

ARTICLE 32 - NEGOTIATIONS AND TERM OF AGREEMENT

- 32.1 This Agreement shall be in full force and effect from January 1, 2025 except as otherwise provided and shall remain in full force and effect through December 31, 2027. Either party may, upon ninety (90) calendar days' notice prior to the date of expiration, give notice to terminate or amend to the other party. In the event only notice to amend is given, the Agreement shall remain in effect while the parties negotiate a successor agreement.
- 32.2 Negotiations for revisions to the subsequent collective bargaining agreement will take place in accordance with the following suggested schedule; provided, however, said schedule may be revised by mutual agreement of the parties:
- A. Steward Elections shall be held at the midpoint between the ratification of one Agreement and the opening of another.
 - B. The Union and the Employer agree to meet for preliminary discussions regarding bargaining during the month of August; and,

- C. The parties shall establish collective bargaining sessions to commence thereafter on a mutually acceptable basis; and,
- D. If the parties are unable to reach a mutually acceptable collective bargaining agreement through normal bargaining sessions, then and in that event, either party may proceed to mediation in accordance with the statutory provisions.

WITNESS WHEREOF, this Agreement was signed this 17th day of March, 2025.

FOR THE UNION

Richard A. Salinas, Secretary Treasurer 3.6.25

FOR THE EMPLOYER

Laura Osiańczak, Commissioner Chair

Cory Wright, Commissioner Vice Chair

Brett Wachsmith, Commissioner

Clay Myers, Sheriff

ORIGINAL



- Julie Kjorsvik, Clerk of the Board
- Mandy Buchholz, Office Administrator

APPENDIX A

Wages

RECEPTIONIST					
Step	Years of Service Completed	Percentage Increase from Previous Step	2025 Monthly Base Wage	2026 Monthly Base Wage	2027 Monthly Base Wage
1	0	NA	\$4,058	\$4,261	\$4,474
2	1	3%	\$4,180	\$4,389	\$4,608
3	2	3%	\$4,305	\$4,521	\$4,746
4	3	10%	\$4,736	\$4,973	\$5,221
5	4	3%	\$4,878	\$5,122	\$5,378
6	5	3%	\$5,024	\$5,276	\$5,539
7	6+	3%	\$5,175	\$5,434	\$5,705

LAW ENFORCEMENT CLERK					
<i>Step 1 is 5% higher than Receptionist Step 1.</i>					
Step	Years of Service Completed	Percentage Increase from Previous Step	2025 Monthly Base Wage	2026 Monthly Base Wage	2027 Monthly Base Wage
1	0	NA	\$4,261	\$4,474	\$4,698
2	1	3%	\$4,389	\$4,608	\$4,839
3	2	3%	\$4,521	\$4,746	\$4,984
4	3	10%	\$4,973	\$5,221	\$5,482
5	4	3%	\$5,122	\$5,378	\$5,646
6	5	3%	\$5,276	\$5,539	\$5,815
7	6+	3%	\$5,434	\$5,705	\$5,989

CONTROL ROOM CLERK					
<i>Step 1 is 5% higher than Law Enforcement Clerk Step 1.</i>					
Step	Years of Service Completed	Percentage Increase from Previous Step	2025 Monthly Base Wage	2026 Monthly Base Wage	2027 Monthly Base Wage
1	0	NA	\$4,474	\$4,698	\$4,933
2	1	3%	\$4,608	\$4,839	\$5,081
3	2	3%	\$4,746	\$4,984	\$5,233
4	3	10%	\$5,221	\$5,482	\$5,756
5	4	3%	\$5,378	\$5,646	\$5,929
6	5	3%	\$5,539	\$5,815	\$6,107
7	6+	3%	\$5,705	\$5,989	\$6,290

EMERGENCY MANAGEMENT SPECIALIST					
Step	Years of Service Completed	Percentage Increase from Previous Step	2025 Monthly Base Wage	2026 Monthly Base Wage	2027 Monthly Base Wage
1	0	NA	\$5,602	\$5,882	\$6,176
2	1	3%	\$5,770	\$6,058	\$6,361
3	2	3%	\$5,943	\$6,240	\$6,552
4	3	10%	\$6,537	\$6,864	\$7,207
5	4	3%	\$6,733	\$7,070	\$7,423
6	5	3%	\$6,935	\$7,282	\$7,646
7	6+	3%	\$7,143	\$7,500	\$7,875

LEAD LAW ENFORCEMENT CLERK*Step 1 is equal to 5% above Law Enforcement Clerk Step 7.*

Step	Years of Service Completed	Percentage Increase from Previous Step	2025 Monthly Base Wage	2026 Monthly Base Wage	2027 Monthly Base Wage
1	0	NA	\$5,706	\$5,990	\$6,288
2	1	3%	\$5,877	\$6,170	\$6,477
3	2	3%	\$6,053	\$6,355	\$6,671

DEPUTY FIRE MARSHAL

Step	Years of Service Completed	Percentage Increase from Previous Step	2025 Monthly Base Wage	2026 Monthly Base Wage	2027 Monthly Base Wage
1	0	NA	\$6,344	\$6,661	\$6,994
2	1	3%	\$6,534	\$6,861	\$7,204
3	2	3%	\$6,730	\$7,067	\$7,420
4	3	10%	\$7,403	\$7,774	\$8,162
5	4	3%	\$7,625	\$8,007	\$8,407
6	5	3%	\$7,854	\$8,247	\$8,659
7	6+	3%	\$8,090	\$8,494	\$8,919

LAW ENFORCEMENT TECHNOLOGIST

Step	Years of Service Completed	Percentage Increase from Previous Step	2025 Monthly Base Wage	2026 Monthly Base Wage	2027 Monthly Base Wage
1	0	NA	\$6,940	\$7,287	\$7,651
2	1	3%	\$7,148	\$7,506	\$7,881
3	2	3%	\$7,362	\$7,731	\$8,117
4	3	10%	\$8,098	\$8,504	\$8,929
5	4	3%	\$8,341	\$8,759	\$9,197
6	5	3%	\$8,591	\$9,022	\$9,473
7	6+	3%	\$8,849	\$9,293	\$9,757

LAW ENFORCEMENT SYSTEMS ADMINISTRATOR*Step 1 is equal to 5% above Law Enforcement Technologist Step 7.*

Step	Years of Service Completed	Percentage Increase from Previous Step	2025 Monthly Base Wage	2026 Monthly Base Wage	2027 Monthly Base Wage
1	0	NA	\$9,291	\$9,758	\$10,245
2	1	3%	\$9,570	\$10,051	\$10,552
3	2	3%	\$9,857	\$10,353	\$10,869

Progression through the above salary schedule shall be based upon service time in the position within the department. For each twelve (12) months of service the employee will advance one step. For the purpose of step increases, the anniversary date shall be the date the employee started their current position (the "position date"). For anniversary dates occurring between the 1st and 15th day of the month, any step increase will be effective on the first day of that month; for anniversary dates occurring between the 16th and final day of the month, any step increase will be effective on the first day of the next month.

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